

# Memorandum



**Date:** December 14, 2004

**To:** Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

**From:** George M. Burgess  
County Manager

**Subject:** Request to Advertise a RFP No. 443 for Medical Transportation (Ambulance) Services  
Urgent/Non Urgent Response Fire Rescue System

Agenda Item No. 7(O)(1)(B)

This Request for Proposals (RFP), attached in substantially completed form and prepared by the Department of Procurement Management for the Office of Emergency Management to obtain Medical Transportation (Ambulance) Services Urgent/Non-Urgent Response Fire Rescue System services is recommended for advertisement.

**RFP TITLE:** Medical Transportation (Ambulance) Services Urgent/Non Urgent Response Fire Rescue System

**RFP NO.:** 443

**DESCRIPTION:** This solicitation is being advertised to provide ambulance services responding to calls from County and Municipal Fire Departments for Basic Life Support Level (BLS), and/or Advanced Life Support (ALS) services.

**CURRENT CONTRACT EXPIRES:** The current Contract, No. 00054, is on a month-to-month extension not to exceed one-year and will be terminated with the placement of contracts resulting from the award of Contracts Nos. 68A, 68B and 68C (also being submitted for award). Contract 00054 expires on May 31, 2005. The term of Contract Nos. 68A-C is one (1) year with three (3) one-year (1) options to renew.

**BACKGROUND:** In December 2002, the County issued an Invitation to Bid (ITB) for Medical Transportation (Ambulance) Services. The resultant contract was expected to yield significant savings for the County. The terms and conditions provided that the County could collect a fee for referring calls to the ambulance service provider for "second responder" services, instead of the County paying the vendor or second responder. However, subsequent to the issuance of the ITB and prior to its award, this provision was challenged as violating federal anti-kickback laws.

Consequently, the ITB was suspended in May 2003 to allow the County to request a formal opinion from the U.S. Department of Health and Human Services Office of the Inspector General (HHS OIG) services.

At the May 13, 2004 BCC meeting, a request was made to extend the present Contract (No. 00054) with the present provider American Medical Response (AMR): for urgent/non-urgent medical transportation (ambulance) services on a month-to-month to basis not to exceed one year. The County prepared an additional request authorizing an expedited process to receive sealed quotes for urgent/non-urgent medical patient transport services. The extension request of Contract No. 00054 with AMR was approved by the BCC; however, the BCC recommended that the ITB be reviewed by the Public Safety Committee (PSC).

The ITB was reviewed at the PSC meeting of May 18, 2004 and the Committee decided that an ITB was not the best approach for procuring ambulance services. The Committee determined that an RFQ is a more appropriate method given the emphasis required on qualitative rather than only price considerations. An RFQ allows the County to evaluate when proposers meet or exceed County and State minimum requirements, as well as, consideration of pricing.

Subsequently, the County issued RFQ No. 68 to provide Medical Transportation (Ambulance) Services. A Recommendation for Approval to Award Contract Nos. 68A, 68B, and 68C Medical Transportation Service (Ambulance) is being presented to the December 14, 2004 BCC as a companion to this request. For RFQ No. 68, the County was successful in negotiating terms and conditions that are more favorable financially than the terms of Contract 00054. The month-to-month Contract No. 00054 with AMR will be terminated with the execution of the replacement contracts resulting from RFQ No. 68.

On August 4, 2004 the HHS OIG determined that the challenge to the anti-kick back regulation was unfounded and issued a favorable opinion that would allow the County to receive payment when a second respondent is dispatched. In light of the PSC concerns regarding the

provision of quality ambulance services for the citizens of Miami-Dade County, and the favorable response of the HHS OIG, the County determined that an a RFP would be the best approach to obtain Urgent/Non-Urgent Response Fire Rescue System ambulance services on a competitive basis from qualified providers. The amount to be paid to the County will be established through a full and open competitive and negotiated procurement process.

The placement of the Contract Nos. 68A, 68B, and 68C will save the County in excess of \$2.2 million dollars annually. The placement of the resultant Contract of RFP No. 443 is anticipated to generate revenue in excess of \$900,000 annually.

**FUNDING SOURCE:**

Not Applicable as no funds are being expended by the County.

**REVENUE ESTIMATE:**

There is no expenditure of County funds as this is expected to be a revenue generating contract. The anticipated revenue for the initial 1 year contract term is \$900,000 per year.

**TERM:**

One (1) year with four (4) one (1) year options to renew at the sole discretion of the County.

**USING/MANAGING AGENCY:**

Using Agency-Miami-Dade Fire Rescue  
Managing Agency-Office of Emergency Management

**REVIEW COMMITTEE:**

Not Applicable

**UAP:**

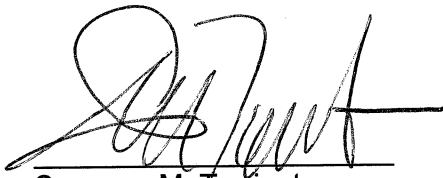
UAP is not applicable as this solicitation will generate revenue for the County.

**LOCAL PREFERENCE:**

Local preference will be given to a local Proposer if in the final ranking it is within 5% of the highest ranked Proposer and the highest ranked Proposer is a non-local business considered if applicable.

**EST. ADVERTISEMENT DATE:**

Ten days after adopted by the Board of County Commissioners, unless vetoed by the Mayor



Susanne M. Torriente

Assistant County Manager

## AMBULANCE SERVICES

Solicited via	Placement Dates	From	To	Rates Per Call /Calls Per Month/ Value	Comments
ITB resulting in Current Contract No. 00054 with American Medical Response (AMR)	Original Placement Amendment No. 1 Amendment No. 2 Amendment No. 3	05/96 Extended Extended Extended	04/01 04/02 04/03 04/04	Current Group 1 Service - \$43.75 Fire Rescue-averages 4000 calls Group 2 Service - \$68.08 Corrections-averages 105 calls Group 3 Service - \$ 27.47 Comm. Health Trust-averages 75 calls Plus \$3.14 per mile Costs to County per year: \$2.2 million	Contract 00054 is presently on a month-to-month extension not to exceed 1 year, approved by the BCC on May 13, 2004. This contract will be terminated with placement of Contracts 68A-C.
RFQ No. 68 resulting in Contract Nos. 68A and 68B with AMR and 68C with Miami-Dade Ambulance	Project Placement Term: 1 year with (3) 1 yr. OTR's	12/04	11/05	Group 1 Service - \$0.00 (Contract 68A) Fire Rescue Group 2 Service - \$0.00 (Contract 68B) Corrections Group 3 Service - \$27.47 (Contract 68C) Comm. Health Trust There is no charge for mileage on these contracts Estimated Costs to the County per year: \$24,723 Based on \$27.47 per call, averaging 75 calls per month	Contracts 68B and 68C are not impacted by the OIG opinion.
RFP No. 443	Request to Advertise Anticipated Placement Term: 1 yr w (4) 1 yr OTR's	12/04 Spring 05		Group 1 Service - Fire Rescue Anticipated revenue to the County per year will be determined as a result of negotiations.	Any resultant contract from RFP No. 443 has the potential to generate revenue to the County.





# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

**DATE:** December 14, 2004

**FROM:** Robert A. Ginsburg  
County Attorney

**SUBJECT:** Agenda Item No. 7(O)(1)(B)

Please note any items checked.

- ☐ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Bid waiver requiring County Manager's written recommendation
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☒ Housekeeping item (no policy decision required)
- ☐ No committee review

Approved \_\_\_\_\_ Mayor

Agenda Item No. 7(O)(1)(B)

Veto \_\_\_\_\_

12-14-04

Override \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING THE COUNTY  
MANAGER TO ADVERTISE A REQUEST FOR  
PROPOSALS FOR AND ON BEHALF OF MIAMI-DADE  
COUNTY TO OBTAIN MEDICAL TRANSPORTATION  
SERVICES (AMBULANCE) URGENT /NON URGENT  
RESPONSE FIRE RESCUE SYSTEM, TO EXERCISE  
ANY CANCELLATION AND RE-ADVERTISEMENT  
PROVISIONS AND TO EXERCISE ALL OTHER RIGHTS  
CONTAINED THEREIN  
RFP NO. 443

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the advertisement of Request for Proposals No. 443, in substantially the form attached hereto and made a part hereof; and authorizes the County Manager to advertise same for and on behalf of Miami-Dade County and to exercise any cancellation and re-advertisement provisions and any other rights contained therein.

The foregoing resolution was offered by Commissioner \_\_\_\_\_, who  
moved its adoption. The motion was seconded by Commissioner  
and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman	
Dennis C. Moss, Vice-Chairman	
Bruno A. Barreiro	Dr. Barbara Carey-Shuler
Jose "Pepe" Diaz	Carlos A. Gimenez
Sally A. Heyman	Barbara J. Jordan
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 14<sup>th</sup> day  
of December, 2004. This Resolution and contract, if not vetoed, shall become effective in  
accordance with Resolution No. R-377-04.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency. HB

Hugo Benitez

**REQUEST FOR PROPOSAL  
FOR  
MEDICAL TRANSPORTATION SERVICES (AMBULANCE)**

**RFP No. 443**

PRE-PROPOSAL CONFERENCE TO BE HELD ON  
January 12, 2005 at 2:00 PM (Local Time)

at

Stephen P. Clark Center  
111 NW 1<sup>st</sup> Street, 18th Fl Conference RM. 18-2  
Miami, Florida

ISSUING DEPARTMENT:  
DEPARTMENT OF PROCUREMENT MANAGEMENT  
for

Office of Emergency Management  
Contracting Officer: Norma S. Armstrong  
Telephone: (305) 375-5683

PROPOSALS ARE DUE AT THE ADDRESS SHOWN BELOW  
NO LATER THAN

Friday, February 4, 2005 at 2:00 PM (Local Time)

at

CLERK OF THE BOARD  
STEPHEN P. CLARK CENTER  
111 NW 1st STREET, 17<sup>TH</sup> FLOOR, SUITE 202  
MIAMI, FLORIDA 33128-1983

PROPOSALS WILL BE OPENED PROMPTLY AT THE TIME AND PLACE SPECIFIED. PROPOSALS RECEIVED AFTER THE FIRST PROPOSAL HAS BEEN OPENED WILL NOT BE OPENED AND WILL NOT BE CONSIDERED. THE RESPONSIBILITY FOR SUBMITTING A PROPOSAL TO THE CLERK OF THE BOARD ON OR BEFORE THE STATED TIME AND DATE IS SOLELY AND STRICTLY THE RESPONSIBILITY OF THE PROPOSER. MIAMI-DADE COUNTY IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ANY MAIL, PACKAGE, OR COURIER SERVICE, INCLUDING THE U.S. MAIL, OR CAUSED BY ANY OTHER OCCURRENCE.

MIAMI-DADE COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER AND DOES NOT DISCRIMINATE BASED ON AGE, GENDER, RACE, OR DISABILITY.

VISIT THE COUNTY DEPARTMENT OF PROCUREMENT MANAGEMENT  
WEBSITE: <http://www.miamidade.gov/dpm>

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	Appendix A Rules of the Department of Health Chapter 64-2	
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**DEFINITIONS**

The following words and expressions used in this solicitation shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) The words "Contractor" or "Consultant" to mean the proposer that receives any award of a Contract from the County as a result of this Solicitation, which is also to be known as "the prime Contractor" or "the prime Consultant".
- b) The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
- c) The word "Department" to mean the Office of Emergency Management.
- d) The words "proposer", "Submitter" or "proposer" to mean the person, firm, entity or organization submitting a response to this Solicitation.
- e) The words "Scope of Services" or "Scope of Work" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor or Consultant.
- f) The word "Solicitation" to mean this Request for Proposal (RFP) and all associated addenda and attachments.

- g) The words "Subcontractor" or "Subconsultant" to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Work or Services to the County, whether directly or indirectly, on behalf of the Contractor.
- h) The words "Work", "Services", "Program", "Project" or "Engagement" to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services and the terms and conditions of this Solicitation.
- i) The words "Work Order" to mean a document that defines and describes the parameters of individual projects assigned or awarded by the County to the Contractor in accordance to the terms of the Contract.

## **SECTION 1.0 - RFP OVERVIEW AND PROPOSAL PROCEDURES**

### **1.1 INTRODUCTION/BACKGROUND**

Miami-Dade County, hereinafter referred to as the "County," as represented by the Miami-Dade County Office of Emergency Management ("OEM"), is seeking proposals from qualified parties to provide medical transportation services (ambulance) for the Urgent /Non Urgent Response Fire Rescue System. It is the County's intention to solicit proposals from firms holding or firms that have submitted applications for appropriate certifications and meeting the requirements set forth by the State of Florida Departments of Health Emergency Medical Services, Bureau of Emergency Medical Services Advance Life Support and Basic Life Support, licensing required by the FCC and required by Section 64E-2 of the Florida Administrative Code as outlined as the Minimum Qualification for this solicitation.

The project's objective is to provide ambulance services that will respond to calls from the County and Municipal Fire Departments at the Basic Life Support Level (BLS), and/or Advanced Life Support (ALS) level only on as needed basis.

**The term of the contract shall be for an initial period of one year, with option to renew for four additional years on a year-to-year basis at the County's sole discretion.**

Estimated Monthly Runs for each are shown below:

The **approximate** monthly requests as reflected in the 2003 run statistics were 4,000.

**Arrival Time shall be defined as follows:**

**When the contractor's personnel arrive at the scene and contact the Fire Rescue representative or the requesting agency. The Fire Rescue representative or the requesting agency representative shall announce their arrival to the Fire Rescue dispatch office or the central dispatch office or enter the arrival time for the official dispatch record log. This procedure and time log shall be recognized as the official and only time record.**

### **1.2 RFP TIMETABLE**

The anticipated schedule for this RFP and contract approval is as follows:

RFP available for distribution: December 28, 2004

Pre-proposal Conference: January 12 at 2:00 PM

Location: Stephen P. Clark Center 111 NW 1<sup>st</sup> Street, 18<sup>th</sup> Fl Conference Rm. 18-2  
Miami, FL 33128

Deadline for receipt of questions: January 19, 2005

Deadline for receipt of proposal: Friday, February 4, 2005 at 2:00 p.m. (Local Time)

(See Section 1.4 for location)

Evaluation/Selection process: Week of February 7, 2005

Oral presentations, if conducted: Week of February 14, 2005

Projected Award Date: December 2005

Projected contract start date: December 2005

### **1.3 RFP AVAILABILITY**

The solicitation package is available at no cost on-line at [www.miamidade.gov/dpm](http://www.miamidade.gov/dpm) or through Department of Procurement Management - Vendor Information Center (VIC), 111 NW 1st Street, Suite 1300 Miami, FL 33128-1919 at a cost of \$10.00 for each solicitation package and an additional \$5.00 fee for a request to receive the solicitation package through the United States Postal Service. For your convenience we now accept VISA and MasterCard. To request the solicitation package through the United States Postal Service, mail your request with the following information: the solicitation number and title, the name of Proposer's contact person, Proposer's name, complete address to be mailed to, telephone number and fax number, along with a \$15.00 check or money order made payable to: Miami-Dade Board of County Commissioners.

Proposers or respondents who obtain copies of this Solicitation from sources other than the County's Department of Procurement Management website or VIC risk the potential of not receiving addenda, since their names will not be included on the list of firms participating in the process for this particular Solicitation. Such proposers or proposers are solely responsible for those risks (**see Section 1.8**).

### **1.4 PROPOSAL**

All proposal must be submitted on 8 1/2" X 11" paper, neatly typed on one side only, with normal margins, and spacing. The original document package must not be bound and the document package copies should be individually bound. **An unbound one-sided original and 10 bound copies (a total of 11)** of the complete proposal (both the technical and price proposal) must be received by **the deadline for receipt of proposal specified in this RFP Timetable (see Section 1.2)**. The original, all copies, and the separate sealed price/cost envelope, must be submitted (**technical packaged separately from price**) in a sealed envelope or container stating on the outside the Proposer's name, address, telephone number, the RFP number, RFP title, and proposal Due Date to:

**Clerk of the Board  
Stephen P. Clark Center  
111 NW 1st Street, 17th Floor, Suite 202  
Miami, FL 33128-1983**

Hand-carried proposals may be delivered to the above address **ONLY** between the hours of 8:00 a.m. and 4:30 p.m., Mondays through Fridays (however, please note that proposal are due at the Clerk of the Board on the date and at the time indicated in Section 1.2. Additionally, the Clerk of the Board is closed on holidays observed by the County). Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required



address information appears on the outer wrapper or envelope used by such service.

Both the Technical (Quality) proposal and the Price proposal must be signed by an authorized officer of the proposer who is legally authorized to enter into a contractual relationship in the name of the proposer. The submittal of a proposal by a proposer will be considered by the County as constituting an offer by the proposer to perform the required services at the stated prices.

### 1.5 PRE-PROPOSAL CONFERENCE/EXAMINATION OF SITE

A pre-proposal conference has been scheduled for **the date, time, and place specified in this RFP Timetable (see Section 1.2)**. Attendance is recommended but not mandatory. Proposers are requested to inform the Contracting Officer of the number of persons expected to attend no later than 24 hours before the scheduled date. Proposers are encouraged to submit any questions in writing to the Contracting Officer (**see Section 1.6**) in advance of the pre-proposal conference.

If you need a sign language interpreter or materials in accessible format for this event please call Jason Martinez, DPM ADA Coordinator at (305) 375-1564 at least five days in advance.

### 1.6 CONE OF SILENCE

Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, as amended, a "Cone of Silence" is imposed upon each RFP after advertisement and terminates at the time the County Manager issues a written recommendation to the Board of County Commissioners. The Cone of Silence **prohibits any communication** regarding RFP's or between, among others:

- potential proposers, service providers, lobbyists or consultants **and** the County's professional staff including, but not limited to, the County Manager and the County Manager's staff, the Mayor, County Commissioners or their respective staffs;
- the Mayor, County Commissioners, or their respective staffs **and** the County's professional staff including, but not limited to, the County Manager and the County Manager's staff; or
- potential proposers, service providers, lobbyists or consultants, any member of the County's professional staff, the Mayor, County Commissioners or their respective staffs **and** any member of the respective selection committee.

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Information Center, the responsible Procurement Agent or Contracting Officer, provided the communication is limited strictly to matters of process or procedure already contained in the solicitation document;
- oral communications at pre-proposal conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting; or
- communications in writing at any time with any county employees, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP documents.

Proposers must file a copy of any written communications with the Clerk of the Board, which shall be made available to any person upon request. The County shall respond in writing and file a copy with the Clerk of the Board, which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Clerk of the Board at

In addition to any other penalties provided by law, violation of the Cone of Silence by any proposer shall render any RFP award or RFP award voidable. Any person having personal knowledge of a violation of these provisions shall report such violation to the State Attorney and/or may file a complaint with Ethics Commission. Proposers should reference Section 2-11.1(t) of the Miami-Dade County Code for further clarification.

This language is only a summary of the key provisions of the Cone of Silence. Please review Miami-Dade County Administrative Order 3-27 for a complete and thorough description of the Cone of Silence.

All proposers will be notified in writing when the County Manager or designee makes an award recommendation.

The Contracting Officer for this RFP is:

Name and Title: Norma S. Armstrong, Procurement Contracting Officer  
Name of Agency: Department of Procurement Management  
Address: Stephen P. Clark Center, 13<sup>th</sup> floor, 111 NW 1<sup>st</sup> Street, Miami, FL 33128  
Telephone: (305) 375-5683  
Fax: (305) 375-1083  
E-mail: [narms@miamidade.gov](mailto:narms@miamidade.gov)

### **1.7 CONTRACT MEASURES**

No contract measures are applied to this RFP.

### **1.8 ADDITIONAL INFORMATION/ADDENDA**

Requests for additional information or clarifications must be made in writing and received by the County's Contracting Officer for this RFP, in accordance with **Section 1.6** above, no later than the deadline for receipt of questions specified in the RFP Timetable (**see Section 1.2**). The request must contain the RFP number and title, Proposer's name, name of Proposer's contact person, address, phone number, and facsimile number.

Electronic facsimile requesting additional information will be received by the RFP Contracting Officer at the fax number specified in **Section 1.6** above. Facsimiles must have a cover sheet which includes, at a minimum, the Proposer's name, name of Proposer's contact person, address, number of pages transmitted, phone number, facsimile number, and RFP number and title.

The County will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the proposal Due Date. Proposers should not rely on any representations, statements or explanations other than those made in this RFP or in any written addendum to this RFP. Where there appears to be conflict between the RFP and any addenda issued, the last addendum issued shall prevail.

It is the Proposer's responsibility to assure receipt of all addenda. The proposer should verify with the designated Procurement Contracting Officer prior to submitting a proposal that all addenda have been received. Proposers are required to acknowledge the number of addenda received as part of their proposal (**see attached Form A-3**).

Proposers who obtain copies of this RFP from sources other than the County's Department of Procurement Management's VIC or website risk the potential of not receiving addenda, since their names will not be included on the Vendor List for this particular RFP. Such proposers are solely responsible for those risks.

### **1.9 PROPOSAL GUARANTEE DEPOSIT**

A Proposal Guarantee Deposit is not required for this RFP.

### **1.10 MODIFIED PROPOSAL**

A proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the proposal Due Date. The Evaluation/Selection Committee will only consider the latest version of the proposal.

### **1.11 WITHDRAWAL OF PROPOSAL**

Proposal shall be irrevocable until contract award unless the proposal is withdrawn. A proposal may be withdrawn in writing only, addressed to the County contact person for this RFP (in accordance with **Section 1.6**), prior to the Proposal Due Date or upon the expiration of ONE HUNDRED EIGHTY (180) calendar days after the opening of proposal.

### **1.12 LATE PROPOSAL, LATE MODIFICATIONS, AND LATE WITHDRAWALS**

Proposals received after the Proposal Due Date are late and will not be considered. Modifications received after the Proposal Due Date are also late and will not be considered. Letters of withdrawal received either after the Proposal Due Date or after contract award, whichever is applicable, are late and will not be considered.

Proposals will be opened promptly at the time and place specified. Proposals received after the first submittal has been opened will not be opened and will not be considered. The responsibility for submitting proposals to the Clerk of the Board on or before the stated time and date is solely and strictly the responsibility of the proposer. Miami-Dade County is not responsible for delays caused by any mail, package, or couriers' service, including the U.S. mail, or caused by any other occurrence.

### **1.13 RFP POSTPONEMENT/CANCELLATION**

The County may, at its sole and absolute discretion, reject any and all, or parts of any and all proposals; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP or in the proposals received as a result of this RFP.

### **1.14 COSTS INCURRED BY PROPOSERS**

All expenses involved with the preparation and submittal of qualifications to the County, or any work performed in connection therewith, shall be borne by the proposer(s). No payment will be made for any responses received, nor for any other effort required of or made by the proposer(s) prior to commencement of work as defined by a contract approved by the Board of County Commissioners.

### **1.15 BUSINESS ENTITY REGISTRATION**

Miami-Dade County requires business entities to complete a registration application with Department of Procurement Management before doing business with the County. Proposers need not register with the County to present proposal; however, the selected proposer(s) must register prior to award of a contract as failure to register may result in the rejection of the Proposal. To register or for assistance in registering, contact the **VIC at (305) 375-5773**.

It is the responsibility of the business entity to update and renew its application concerning any changes such as new address, telephone number, commodities, etc. during the performance of any agreement obtained as a result of this RFP.

Section 2-11.1(d) of Miami-Dade County Code as amended by Ordinance 00-1, requires any county employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hot line at 305 579-2593.

### **1.16 ORAL PRESENTATIONS**

The County may require proposers to give oral presentations in support of their proposal or to exhibit or otherwise demonstrate the information contained therein. If required, the presentations are anticipated to be conducted on the date indicated in this **RFP Timetable (see Section 1.2)**.

### **1.17 PROPOSER REGISTRATION AFFIDAVIT**

Proposers are advised that in accordance with Section 2-11.1(s) of the Code of Miami-Dade County, the attached Affidavit of Miami-Dade County Lobbyist Registration for Oral Presentation (**see attached Form A-2**) must be completed, notarized and included with the proposal. Lobbyists specifically include the principal, as well as any agent, officer or employee of a principal, regardless of whether such lobbying activities fall within the normal scope of employment of such agent, officer, or employee.

Individuals substituted for or added to the presentation team after submittal of the proposals and filing by staff, **MUST** register with the Clerk of the Board and pay all applicable fees.

**NOTE:** Other than for the Oral Presentation, proposers who wish to address the County Commission, County Board or Committee concerning any actions, decisions or recommendations of County personnel regarding this RFP in accordance with Section 2-11.1(s) of The Code of Miami-Dade County, Florida and Ordinance 01-162 must register with the Clerk of the Board (Form BCCFORM2DOC) and pay all applicable fees.

### **1.18 EXCEPTION TO THE RFP**

Proposers may take exceptions to any of the terms of this RFP unless the RFP specifically states

where exceptions may not be taken. All exceptions taken must be specific, and the proposer must indicate clearly what alternative is being offered to allow the County a meaningful opportunity to evaluate and rank Proposals, and the cost implications of the exception (if any).

Where exceptions are taken, the County shall determine the acceptability of the proposed exceptions. The County, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the County may insist that the proposer furnish the services or goods described herein or negotiate an acceptable alternative.

All exceptions shall be referenced by utilizing the corresponding Section, paragraph, and page number in this RFP. However, the County is under no obligation to accept any exceptions. If no exception is stated, the County will assume that the proposer will accept all terms and conditions.

#### **1.19 PROPRIETARY/ CONFIDENTIAL INFORMATION**

Proposers are hereby notified that all information submitted as part of, or in support of, proposals will be available for public inspection after opening of proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law."

**The proposer shall not submit any information in response to this solicitation, which the proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the proposer. In the event that the proposer submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the proposal as protected or confidential, the County shall endeavor to redact and return that information to the proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. The redaction or return of information pursuant to this clause may render proposal non-responsive.**

#### **1.20 NEGOTIATIONS**

The County may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Proposer's best terms from a monetary and technical standpoint.

The County reserves the right to enter into contract negotiations with the recommended proposer. If the County and the recommended proposer cannot negotiate a successful contract, the County may terminate said negotiations and begin negotiations with another recommended proposer. This process will continue until a contract acceptable to the County has been executed or all proposals are rejected. No proposer shall have any rights against the County arising from such negotiations or termination thereof.

#### **1.21 RIGHTS OF PROTEST**

A recommendation for contract award or rejection of all proposals may be protested by a proposer in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Administrative Order No. 3-21.

As a condition of initiating any protest, the protester shall present to the Clerk of the Board a non-

refundable filing fee payable to the Clerk of the Board in accordance with the schedule provided below.

<u>Award Amount</u>	<u>Filing Fee</u>
\$25,001- \$100,000	\$500
\$100,001- \$500,000	\$1,000
\$500,001- \$5 million	\$3,000
over \$5 million	\$5,000

Any question, issue, objection or disagreement concerning, generated by, or arising from the published requirements, terms, conditions or processes contained or described in the solicitation document shall be deemed waived by the protester and shall be rejected as a basis for a protest unless it was brought by that proposer to the attention, in writing, of the procurement agent, buyer, contracting officer or other contact person in the County department that issued the solicitation document, at least two working days (not less than 48 hours) prior to the hour of the due date for proposal.

The foregoing notwithstanding, the protest may not challenge the relative weight of the evaluation criteria or the formula specified for assigning points therefore contained in the request for proposals ("RFP") specifications.

All protests shall be submitted in writing to the Clerk of the Board pursuant to the procedures established in Section 2-8.4 and Administrative Order No. 3-21. The protest shall state with particularity the specific facts and grounds on which it is based, and shall include all pertinent documents and evidence and shall be accompanied by the corresponding filing fee. This shall form the basis for review of the protest and no other facts, grounds, documentation or evidence not contained in the protester's submission to the Clerk of the Board at the time of filing the protest shall be permitted in the consideration of the protest, except for such additional evidence as is allowed during the course of the protest proceedings.

**A. Award Recommendations Over \$100,000**

Award recommendations for contracts and purchases involving the expenditure of over \$100,000 will be in writing, signed by the issuing department to each competing proposer announcing the recommended award, and a copy shall be deposited with the Clerk of the Board on the same day it is mailed. Any protest proposer must be filed with the Clerk of the Board within ten (10) working days of the date of the award recommendation letter. Within two (2) working days of that filing, the protester shall supply the County Attorney and each proposer in the competitive process with a true copy of each document that was filed with the protest. A hearing examiner shall be appointed to hear the protest and submit a written report and recommendation to the County Manager within twenty (20) working days of the filing of the protest (maximum 25 working days if hearing examiner consents to extension request).

Failure to timely file any written protest shall constitute a waiver of the right to protest the award recommendation.

**B. Award Recommendations Over \$25,000 and up to \$100,000**

Award recommendations for contracts and purchases involving the expenditure of over

\$25,000 up to and including \$100,000 shall be posted by 9:00 a.m., every Monday in the lobby of the Stephen P. Clark Center, 111 NW 1<sup>st</sup> Street, Miami, FL 33128. Such recommendations shall be in writing and shall identify the proposer to whom the award is being recommended and the basis therefor. It is the responsibility of the proposer to monitor such bulletin after proposal to ascertain that a recommendation for award has been made. Participants can call the Awards Line at 305-375-4724 or (800) 510-4724, or contact the person identified on the cover page of the solicitation.

Any protest by a proposer must be filed with the Clerk of the Board within five (5) working days of the posting of the award recommendation, together with the \$500.00 nonrefundable filing fee. Award recommendations for which a protest is not received within the five (5) working day period shall be awarded in accordance with the department's recommendation. Not later than twenty (20) working days from the filing of the protest, the Director of the issuing department shall review the written recommendation for award and the written protest, and after consultation with the County Attorney, shall issue a recommendation to the County Manager for final disposition of the protest.

The department shall provide an opportunity to settle the protest by mutual agreement within five (5) working days of the filing of the protest.

Failure to timely file any written protest shall constitute a waiver for the right to protest the award recommendation.

C. Award Recommendations \$25,000 and Less

Award recommendations for contracts and purchases involving the expenditure of \$25,000 or less are considered final and may not be protested.

## 1.22 LOCAL PREFERENCE

The evaluation and ranking of proposals is subject to Section 2-8.5 of the Miami-Dade County Code which, except where Federal and State law mandates to the contrary, provides that a preference be given to a local Proposer if in the final ranking it is within 5% of the highest ranked Proposer and the highest ranked Proposer is a non-local business. The provisions of Section 2-8.5 also apply to Broward County businesses due to the Interlocal Agreement between Miami-Dade and Broward Counties. Local business means the Proposer has a valid occupational license issued by Miami-Dade County or Broward County, at least one year prior to the proposal due date, to do business in Miami-Dade County or Broward County that authorizes the business to provide the goods, services or construction to be purchased, and a physical business address located within the limits of Miami-Dade or Broward County from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address.

The Proposer should complete, sign and submit the attached **Form A-5** "Local Business Preference" with the Technical Proposal in order to be considered for Local Preference.

## 1.23 RULES, REGULATIONS, AND LICENSING REQUIREMENTS

The proposer shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, especially those applicable to conflict of interest and collusion. proposers are

presumed to be familiar with all Federal, State and local laws, ordinances, codes, rules and regulations that may in any way affect the goods or services offered, especially Executive Order No. 11246 entitled "Equal Employment Opportunity" and as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60), the Americans with Disabilities Act of 1990 and implementing regulations, the Rehabilitation Act of 1973, as amended, Chapter 553 of Florida Statutes and any and all other local, State and Federal directives, ordinances, rules, orders, and laws relating to people with disabilities.

#### **1.24 REVIEW OF PROPOSAL FOR RESPONSIVENESS**

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in the RFP. A responsive proposal is one which follows the requirements of the RFP, includes all documentation, is submitted in the format outlined in the RFP, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in a proposal being deemed non-responsive.

#### **1.25 CRIMINAL CONVICTION**

Pursuant to Miami-Dade County Ordinance No. 94-34, "Any individual who has been convicted of a felony during the past ten years and any corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten years shall disclose this information prior to entering into a contract with or receiving funding from the County." Accordingly, Criminal Record Affidavit forms are available upon request at Department of Procurement Management/VIC at (305) 375-5773 for those individuals or firms requesting to disclose this information only.

#### **1.26 QUARTERLY REPORTING WHEN SUB-CONTRACTORS ARE UTILIZED**

Proposers are advised that when subcontractors or subconsultant are utilized to fulfill the terms and conditions of this contract, Miami-Dade County Resolution No. 1634-93 will apply to this contract. This resolution requires the selected proposer to file quarterly reports as to the amount of contract monies received from the County and the amounts thereof that have been paid by the contractor directly to Black, Hispanic and Women-Owned businesses performing part of the contract work.

Additionally, the listed businesses are required to sign the reports, verifying their participation in the contract work and their receipt of such monies. For purposes of applicability, the requirements of this resolution shall be in addition to any other reporting requirements required by law, ordinance, or administrative order.

#### **1.27 INSPECTOR GENERAL REVIEWS**

##### **A. INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL REVIEW**

Pursuant to Miami-Dade County Administrative Order 3-20 and in connection with any award issued as a result of this RFP, the County has the right to retain the services of an Independent Private Sector Inspector General ("IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the selected proposer shall make available, to the IPSIG retained by the County, all requested records and documentation pertaining to this RFP or any subsequent award, for inspection and copying. The County will be responsible for the payment of these IPSIG services, and under no circumstance shall the Proposer's cost/price for this RFP be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the proposer,



its officers, agents, employees and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct, audit or investigate the operations, activities, and performance of the selected proposer in connection with this RFP or any contract issued as a result of this RFP. The terms of this provision are neither intended nor shall they be construed to impose any liability on the County by the selected proposer or third party.

#### **B. MIAMI-DADE COUNTY INSPECTOR GENERAL REVIEW**

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit of any Contract issued as a result of this RFP shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total proposed amount. The audit cost will be deducted by the County from progress payments to the selected proposer. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) Interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above.

#### **1.28 PUBLIC ENTITY CRIMES**

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposal on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO (\$10,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

#### **1.29 REQUIRED LISTING OF SUBCONTRACTORS AND SUPPLIERS ON COUNTY CONTRACTS**

Ordinance 97-104, amended by Ordinance 00-30, requires a bid or proposal for a County or Public Health Trust contract involving the expenditure of \$100,000 or more include a listing of subcontractors and suppliers who will be used on the contract. The required listing must be filed prior to the contract award. The required listing must be submitted even though the proposer will not utilize subcontractors or suppliers on the contract. In the latter case, the listing must expressly state

no subcontractors, or suppliers, as the case may be, will be used on the contract.

**FORM A-7.1, OR A COMPARABLE LISTING MEETING THE REQUIREMENTS OF ORDINANCE NO. 97-104 AS AMENDED BY ORDINANCE NO. 00-30, MUST BE COMPLETED AND SUBMITTED EVEN THOUGH THE PROPOSER MAY NOT UTILIZE SUBCONTRACTORS OR SUPPLIERS FOR THIS PROPOSAL. THE PROPOSER SHOULD ENTER THE WORD "NONE" UNDER THE APPROPRIATE HEADING(S) ON FORM A-7.1 IN THOSE INSTANCES WHERE NO SUBCONTRACTORS AND/OR SUPPLIERS WILL BE USED ON THIS PROPOSAL.**

### **1.30 FAIR SUBCONTRACTING POLICIES (Ordinance 97-35)**

All selected proposers on County contracts in which subcontractors may be used shall be subject to and comply with Ordinance 97-35 as amended, requiring proposers to provide a detailed statement of their policies and procedures for awarding subcontracts which:

- a) notifies the broadest number of local subcontractors of the opportunity to be awarded a subcontract;
- b) invites local subcontractors to submit bids/proposals in a practical, expedient way;
- c) provides local subcontractors access to information necessary to prepare and formulate a subcontracting bid/proposal;
- d) allows local subcontractors to meet with appropriate personnel of the proposer to discuss the proposer's requirements; and
- e) awards subcontracts based on full and complete consideration of all submitted proposals and in accordance with the Proposer's stated objectives.

All proposers seeking to contract with the County shall, as a condition of award, provide a statement of their subcontracting policies and procedures (**see attached Form A-7.2**). Proposers who fail to provide a statement of their policies and procedures may not be recommended by the County Manager for award by the Board of County Commissioners.

The term "local" means having headquarters located in Miami-Dade County or having a place of business located in Miami-Dade County from which the contract or subcontract will be performed.

The term "subcontractor" means a business independent of a proposer that may agree with the proposer to perform a portion of a contract.

The term "subcontract" means an agreement between a proposer and a subcontractor to perform a portion of a contract between the proposer and the County.

### **1.31 AFFIRMATIVE ACTION/NON DISCRIMINATION OF EMPLOYMENT, PROMOTION AND PROCUREMENT PRACTICES (ORDINANCE NO. 98-30)**

In accordance with the requirements of Ordinance No. 98-30, all firms with annual gross revenues in excess of \$5 million seeking to contract with Miami-Dade County shall, as a condition of award, have a written Affirmative Action Plan and Procurement Policy on file with the County's Department of Business Development. Said firms must also submit, as a part of their proposal to be filed with the

Clerk of the Board, an appropriately completed and signed Affirmative Action Plan/Procurement Policy Affidavit (**see attached Form A-8.2**). Firms whose Boards of Directors are representative of the population make-up of the nation are exempt from this requirement and must submit, in writing, a detailed listing of their Boards of Directors, showing the race or ethnicity of each board member, to the County's Department of Business Development. Firms claiming exemption must submit, as part of their proposal to be filed with the Clerk of the Board, an appropriately completed and signed Exemption Affidavit (**see attached Form A-8.1**) in accordance with Ordinance 98-30. These submittals shall be subject to periodic reviews to assure that the entities do not discriminate in their employment and procurement practices against minorities and women-owned businesses.

It will be the responsibility of each firm to provide verification of their gross annual revenues to determine the requirement for compliance with the Ordinance. Those firms that do not exceed \$5 million annual gross revenues must clearly state so in their proposal.

### **1.32 AFFIDAVIT- PAID FEES, TAXES, PARKING TICKETS AND OBLIGATIONS ARE NOT IN ARREARS**

In accordance with Section 2-8.1 (c) of the Miami-Dade County Code, and as amended by County Ordinance No. 00-30, and Section 2-8.1(h) as amended by Ordinance No. 00-67, the proposer shall certify that all delinquent and currently due fees, taxes, parking tickets and that proposer is not in arrears on obligations to the County. (See attached **Form A-10**.)

### **1.33 CODE OF BUSINESS ETHICS**

In accordance with Section 2-8.(1) of the Code of Miami-Dade County each person or entity that seeks to do business with Miami-Dade County shall have or shall adopt a Code of Business Ethics ("Code") and shall, prior to execution of any contract between the contractor and the County, submit an affidavit stating that the contractor has adopted a Code that complies with the requirements of Section 2-8.1(i) of the Miami-Dade County Code (see attached **Form A-12**). Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

### **1.34 BANKRUPTCY**

Any proposer who, at the time of proposal, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the proposer under federal bankruptcy law or any state insolvency law, may be non-responsive.

### **1.35 DOMESTIC VIOLENCE LEAVE AFFIDAVIT**

Prior to entering into any contract with the County, a firm desiring to do business with the County shall, as a condition of award, certify that it is in compliance with the Domestic Leave Ordinance, 99-5 and Section 11A-60 of the Miami-Dade County Code. This Ordinance applies to employers that have, in the regular course of business, fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks in the current or preceding calendar year. In accordance with Resolution R-185-00, the obligation to provide domestic violence leave to employees shall be a contractual obligation. The County shall not enter into a contract with any firm that has not certified its compliance with the Domestic Leave Ordinance (see attached **Form A-13**). Failure to comply with the requirements of Resolution R-185-00, as well as the Domestic Leave Ordinance may result in the contract being declared void, the contract being terminated and/or the firm being debarred.

### **1.36 ORDINANCES, RESOLUTIONS, AND/OR ADMINISTRATIVE ORDERS**

To request a copy of any ordinance, resolution and/or administrative order cited in this Solicitation, the proposer must contact the **Clerk of the Board at (305) 375-5126**.

### **1.37 COUNTY USER ACCESS PROGRAM (UAP)**

#### **User Access Fee**

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, the contract resulting from this solicitation is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this contract, or any contract resulting from this solicitation and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The selected proposer providing goods or services under this contract shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Proposer participation in this invoice reduction portion of the UAP is mandatory.

#### **Joint Purchase**

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive Miami-Dade County contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The selected proposer must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Selected proposer participation in this joint purchase portion of the UAP, however, is voluntary. The selected proposer shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the successful selected proposer shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

Miami-Dade County shall have no liability to the selected proposer for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the selected proposer and shall be paid by the ordering entity less the 2% UAP.

#### **Proposer Compliance**

If a selected proposer fails to comply with this section that selected proposer may be considered in default by Miami-Dade County in accordance with Section 5, Article 25 Event of Default, of this contract solicitation and the resulting contract.

### **1.38 SPECIAL SECURITY REQUIREMENTS AT THE SEAPORT DEPARTMENT**

Miami-Dade County Seaport Department (Port of Miami) operates under strict security regulations. These regulations involve the issuance of special identification (ID) cards after performing complete police background checks of individuals who are employed, hired or who are required to enter the restricted areas of the Port of Miami frequently (more than 5 times within a 90-day period). These ID cards are required for access and are issued by the Seaport Department at the current cost of \$60.00 per applicant per year. Therefore, the Contractor shall obtain and pay for ID cards for each of his /her employees and/or agents who will be frequently visiting or performing services at the Port of Miami restricted areas. For more information concerning ID cards, you may contact the port of Miami ID Office at (305) 347-4955.

## SECTION 2.0 - SCOPE OF SERVICES

### 2.1 INTRODUCTION/BACKGROUND

Miami-Dade County, hereinafter referred to as the "County," as represented by the Miami-Dade County Office of Emergency Management ("OEM"), is seeking proposals from qualified parties to provide medical transportation services (ambulance) for the Urgent /Non Urgent Response Fire Rescue System. It is the County's intention to solicit proposals from firms holding or firms that have submitted applications for appropriate certifications and meeting the requirements set forth by the State of Florida Departments of Health Emergency Medical Services, Bureau of Emergency Medical Services Advance Life Support and Basic Life Support, licensing required by the FCC and required by Section 64E-2 of the Florida Administrative Code as outlined as the Minimum Qualification for this solicitation.

The project's objective is to provide ambulance services that will respond to calls from the County and Municipal Fire Departments at the Basic Life Support Level (BLS), and/or Advanced Life Support (ALS) level only on as needed basis.

**The term of the contract shall be for an initial period of one year, with option to renew for four additional years on a year-to-year basis at the County's sole discretion.**

Estimated Monthly Runs for each of the Groups is shown below:

Group 1: The **approximate** monthly requests as reflected in the 2003 run statistics were 4,000.

**Arrival Time shall be defined as follows:**

**When the contractor's personnel arrive at the scene and contact the Fire Rescue representative or the requesting agency. The Fire Rescue representative or the requesting agency representative shall announce their arrival to the Fire Rescue dispatch office or the central dispatch office or enter the arrival time for the official dispatch record log. This procedure and time log shall be recognized as the official and only time record.**

The selected proposer(s) shall provide all services in accordance with all applicable Federal, State, and County laws, ordinances, regulations, and administrative codes governing the provision of medical transport vehicle services. In the case of an emergency, the guidelines contained in this contract may be supplemented by instructions from the County or Municipal Fire Rescue Departments or other designated agency. The selected proposer(s) shall not refuse or delay transportation of any patient. The selected proposer shall submit a comprehensive emergency management plan to the Office of Emergency Management for approval, and to attend drills, exercises, and meetings conducted by such office.

## 2.2 REQUIREMENTS AND SERVICES TO BE PROVIDED

### (a) Hours of Operation

The selected proposer(s) shall ensure that Service shall be provided (24) twenty-four hours a day, (7) seven days a week every day of the term of the contract.

### (b) Transportation Destinations

The selected proposer(s) shall ensure that:

Transport will begin from the point of origin of the trip with the destination being determined by the requesting agency. At no time shall the Contractor or its personnel alter or attempt to alter the destination determined by the requesting agency unless one of the following conditions are met:

- The patient becomes critical or unstable as determined by the selected proposer's personnel conducting patient care. The patient shall be transported to the nearest appropriate facility.
- The patient remains stable throughout transport, AND the patient request treatment or receives regular medical/surgical care at the alternative destination within Miami-Dade County or Broward County.
- The patient requires specialty care at the alternative destination that unavailable at the destination determined by the requesting agency.
- A medical control physician directs the selected proposer's personnel conducting patient care to do so via a telephone line or radio

The selected proposer(s) shall ensure that:

1) Each in-service vehicle shall be staffed by personnel in accordance with the requirements of Florida Statutes and Miami-Dade County Code of Ordinances as they now exist or may exist in the future.

2) All drivers possess a valid class D license issued by the State of Florida and that drivers maintain a good driving record through the term of employment with the Contractor. The Contractor shall at a minimum, review each person's driving record semi-annually. Any person that has pled nolo contendere, pled guilty, been found guilty, or been convicted (regardless of whether adjudication has been withheld) of three or more moving violations during any one-year period or otherwise does not meet the requirements of Chapter 4 and 31 of the Miami-Dade County Ordinance Code shall be removed from driving responsibility.

3) All personnel are properly uniformed to present a neat, clean and professional appearance at all times. The uniform color and insignia are to be approved by the Miami-Dade Ambulance Contract Compliance Office prior to commencement of service. The Contractor shall require such personnel to wear visibly on their person at all times while on duty, an identification badge to include the employee's picture, name, level of State certification, and contractor's name.

4) Personnel are adequately trained and possess the necessary skills and abilities to perform all duties required by this Contract in accordance with applicable State Statutes, Florida Administrative Code, County Ordinances and Regulations and Federal standards.

5) Employees that interface with the public shall be able to communicate in English, both written and oral.

6) A full-time Project Manager is designated who shall be responsible for the Contractor's performance and responsibilities under any Contract resulting from this solicitation. The Contractor's Project Manager is subject to approval by the County. The Project Manager shall serve as the daily single point of authority for resolution of complaints and shall assure that service is provided uniformly. The Project Manager shall be available on a 24-hour basis. The title, name, and telephone number to contact this person shall be provided with the required documents for this proposal.

7) A personnel in-service training program for new employees' shall be filed with OEM within five (5) business days to assure compliance with the standards and requirements of Section 2.2 of this RFP. Each employee of the contractor shall complete this training program prior to providing service under any contract that may result from this RFP. Proof of completion for this training program shall be required upon request from Miami-Dade County Office of Emergency Management, Department of Corrections, or the Department of Community Health, participating under any contract resulting from this solicitation.

8) All employees of the selected proposer(s) shall be considered the sole employees of the selected proposer(s) under its sole direction and not an employee or agent of Miami-Dade County. The selected proposer(s) shall supply competent and physically capable employees. Miami-Dade County may require the selected proposer(s) to remove an employee it deems careless, incompetent, insubordinate, or otherwise objectionable and whose continued employment is not in the best interest of the County.

(d) Compensation

The selected proposer(s) shall ensure that:

1) Requests for payment are in a form designated and approved by the County's designated Ambulance Contract Compliance Officer. The request shall be filed electronically bi-weekly with the Ambulance Contract Compliance Officer.

2) Each request for payment shall be in statement form; with each invoice listed by number, date, authorizing log, or voucher number, patient name, pick up location, drop off location, pick up time, and drop off time.

3) Miami-Dade County will pay each request for payment after review and approval by the Ambulance Contract Compliance Officer.

(e) Performance Standards/Response Times – Urgent/Non-Urgent Response Requests



The selected proposer(s) shall ensure that from the time a unit is requested by a Fire Rescue Dispatcher, an Ambulance shall be on-scene in less than (15) fifteen minutes and (00) zero seconds. The official arrival time records for tracking performance shall be the Fire Rescue dispatch record log.

(f) Quality Assurance and Penalties

**In accordance with the Performance Standards/Response Times identified in Section 2.2(e) Quality Assurance and Penalties are applicable. Penalties are defined in Section 5, Article 12.**

(g) Communication System

The selected proposer(s) shall provide the following:

Each ambulance operated pursuant to this RFP No. 443 must have a two-way radio, operating on an independent radio frequency, licensed by the Federal Communications Commission (FCC). This system shall be capable of two-way communications between the Contractor's vehicles and all locations within Miami-Dade County. In addition, each ambulance operating under any contract resulting from this solicitation shall have a second system providing two-way radio communication to hospitals on all designated medical channels licensed by the FCC for ambulance to hospital communication.

Each of the Contractor's ambulance units must be equipped with radio communications equipment capable of receiving and transmitting on a radio frequency designated by the County for Fire Rescue Department mutual aid use. In addition, each driver staffing vehicles shall be accessible by a pager such as a tone beeper. The Contractor's pager list should be provided to OEM and updated as necessary to ensure the County has the most current list.

(h) Base Station

The selected proposer(s) shall ensure that:

- 1) Its base station is in constant radio communication with all in-service vehicles.

A dispatcher that is familiar with ambulance transportation operations, County geography, emergency, and administrative procedures of the County and its municipalities is on-duty during operating hours. The dispatcher shall be knowledgeable in emergency terminology and procedures and be fluent in English.

- 2) A telephone system is provided, which is based in Miami-Dade County and is sufficiently staffed to fulfill the selected Proposer's obligations under this contract.
- 3) There are tape recordings of all radio and telephonic service related conversations received through the communications center requesting ambulance service. Said tapes shall be maintained for at least sixty (60) days. Copies of specific tapes shall be maintained for longer periods if requested by the County. Any tape requested by the County shall be provided within seventy two (72) hours.

**NOTE:** Upon award of any contract resulting from this solicitation, and prior to implementation, a site visit will be conducted by a designee of the Miami-Dade County Manager to confirm

compliance with the personnel, equipment and certification requirements of any contract.

(i) Ambulance Equipment

The selected proposer(s) shall ensure that:

All equipment required by the State of Florida Department of Health Administrative Code 64-E2 is appropriately maintained. All equipment utilized by the contractor shall be the sole property of said contractor. The contractor shall not possess equipment that is the property of any entity utilizing said contract, unless granted express permission. Failure to comply with the requirements contained in this section shall result in penalties described in Section 5, Article 12 **"Quality Assurance and Penalties"**

(j) Transport Service Records

The selected proposer(s) shall ensure that:

- (1) A detailed log for each vehicle is maintained. This log shall contain the on-duty attendants' names, date, time call received, location of call, destination, and requesting agency. This log shall also contain any information not listed and required by County, State, or Federal Guidelines. The County Manager or designee reserves the right to require modification to this log any time during this contract. All logs shall be provided upon request from the County Manager or designee.
- (2) A dispatch log that shall contain the date, time, name of operator on-duty, time call received, nature of call, requesting agency, request location, unit dispatch time, unit reported arrival time, and call number is maintained. This log shall also contain any information not listed and required by County, State, or Federal Guidelines. The County Manager or designee reserves the right to require modification to this log any time during any contract period. All logs shall be provided upon request by the County Manager or designee.

(k) PERFORMANCE BOND BASED ON FIXED DOLLAR AMOUNT:

The selected proposer(s) shall ensure that:

Upon award, a duly executed Performance Bond in the amount of \$250,000.00 is to be delivered to the County, the Department of Procurement Management, RFP Section. The Performance Bond Form supplied by the County shall be the only acceptable form. The completed form shall be delivered to the County within 15 calendar days after award by the Board of County Commissioners. If the contractor fails to deliver the payment and performance bond within this specified time, including granted extensions, the County may declare the Contractor in default of the contractual terms and conditions and the contractor shall surrender its Proposal Bond, and the County may not accept any proposal from the Contractor for a twelve (12) month period following such default. The Performance Bond is to remain in place throughout the duration of the contract, including any OTR's.

The following specifications shall apply to the bond required above:

All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the

latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

<u>Bond Amount</u>	<u>Best Rating</u>
500,001 to 1,500,000	B V
1,500,001 to 2,500,000	A VI
2,500,001 to 5,000,000	A VII
5,000,001 to 10,000,000	A VIII
Over 10,000,000	A IX

On contract amounts of \$500,000 or less, the bond provisions of Section 287.0935, Florida Statutes (1985) shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:

1. Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued;
2. Certifying that the surety is otherwise in compliance with the Florida Insurance Code; and
3. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury under ss. 31 U.S.C. 9304-9308.

Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Acceptable Sureties on Federal Bonds", published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.

For contracts in excess of 500,000 the provisions of Section B will be adhered to plus the company must have been listed for at least three consecutive years, or holding a valid Certificate of Authority of at least 1.5 million dollars and on the Treasury List.

Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will also be acceptable.

In lieu of a Performance Bond, an irrevocable letter of credit or a cash bond in the form of a certified cashier's check made out to the Board of County Commissioners will be acceptable. All interest will accrue to Metro Dade County during the life of this contract and as long as the funds are being held by Dade County.

- F. The attorney-in-fact or other officer who signs a contract bond for a surety company must file with such bond a certified copy of power of attorney authorizing the officer to do so. The contract bond must be counter signed by the surety's resident Florida agent.

## SECTION 3.0 - PROPOSAL FORMAT

### 3.1 INSTRUCTIONS TO PROPOSERS

Proposers should carefully follow the format and instructions outlined below, observing format requirements where indicated. All materials (except for plans and schematics, if any) are to be submitted on 8 1/2" X 11" pages, neatly typed on one side only, with normal margins and spacing. All documents and information must be fully completed and signed as required. The original document package must not be bound. The document package copies should be individually bound. Proposal that do not include the required documents may be deemed non-responsive and may not be considered for contract award.

### 3.2 CONTENTS OF PROPOSAL

The Proposal must consist of two separate parts: (A) Technical proposal, and (B) Price proposal, as follows:

#### A. TECHNICAL PROPOSAL

The Technical proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services. No cost information is to be included with the Technical proposal. The Technical proposal must include the following information:

1) Cover Page

The attached **Form A-1** is to be used as the cover page for the Technical proposal. This form must be fully completed and signed by an authorized officer of the proposer submitting the proposal.

2) Table of Contents

The table of contents should outline in sequential order the major areas of the proposal. All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the table of contents.

3) Executive Summary

Provide a brief summary describing:

- (a) the proposer's ability to perform the work requested in this RFP;
- (b) a history of the proposer's background and experience in providing similar services;
- (c) the qualifications of the proposer's personnel to be assigned to this project;
- (d) the subcontractors or subconsultants and a brief history of their background and experience; and
- (e) any other information called for by this RFP which the proposer deems relevant, including any exceptions to this RFP.

This summary should be brief and concise to advise the reader of the basic services offered, experience, and qualifications of the proposer, staff, subcontractors, or subconsultants and any other relevant information.

**4) Minimum Qualification Requirements**

Proposers shall provide documentation that demonstrates their ability to satisfy the minimum qualification requirements listed below. Proposers who do not meet the minimum qualification requirements or who fail to provide supporting documentation will not be considered for award. All documents must be submitted in the format outlined below. All specifications, certifications, and required documentation shall be current and valid. Failure to submit the required items with the proposal submission or upon request by the County, may render that proposal non-responsive. Submission of the documents shall be made with the proposal.

Proposers shall provide the following photo copies of the following documents:

- a) ~~A certified copy of the contractor's Miami-Dade County Certificate of Public Convenience and Necessity for Public Entity Ambulance Operation shall be submitted including accompanying documentation that reflects the number of response units allowed to operate under this document.~~
- b) A certified copy of the State of Florida, Bureau of Emergency Medical Services Advanced Life Support (ALS), and Basic Life Support (BLS) license (Department of Health (DH) Form 631).
- c) A list shall that reflects each response vehicle's VIN# coinciding ALS or BLS license and decal number.
- d) Certified copies of the State of Florida Department of Health Emergency Medical Services Supplemental Inspection Form DH 1265.
- e) Certified copies of the contractor's FCC licenses pertaining to the requirements of this contract shall be submitted.
- f) A copy of the current contract for a medical director by which it contracts with a physician qualified pursuant to Section 64E-2.004 FAC to be its medial director.

**5) Technical Information**

- a) Provide documentation or demonstration of the Proposer's ability to meet or exceed identified response times.
- b) Proposers should provide documentation where they exceed the requirements of Florida Statue Chapter 401, Section 401.281 Drivers.
  - 1) Each licensee is responsible for assuring that its vehicles are driven only by trained, experienced, and otherwise qualified personnel. (See Attachment A, Affidavit of Compliance)

**NOTE: Miami-Dade County's OEM shall periodically inspect licensees for verification of compliance with Section 401.281. Noncompliance with Section 401.281 are grounds for disciplinary action.**

- c) Proposers should identify and provide documentation where they exceed the requirements of (FAC) Section 64E-2.012 Drivers. The proposer should demonstrate that each driver has completed at least a 16-hour course of instruction on driving an authorized emergency vehicle defined by Section 316.003 (1), F.S. (See Attachment A)
- d) Proposers should identify and provide documentation where they exceed the requirements of Section 401.26 F.S.: Vehicle permits for basic life support and advanced life support services. (See Attachment A)
- e) Identify equipment that exceeds the minimum qualifications and describe its use. Describe any future acquisitions of equipment please include a timeframe for the acquisition.
- f) Proposers should identify the qualification levels of personnel staffing the vehicles.

#### 6) Proposer's Experience and Past Performance

- a) Describe the proposer past performance and experience, state the number of years that the proposer has been in existence, the current number of employees, and the primary markets served.
- b) Provide a detailed description of contracts (similar in scope of services to those requested herein) which the proposer has either ongoing or completed within the past three years. The description should identify for each project: (i) the client, (ii) description of work, (iii) total dollar value of the contract, (iv) contract duration, (v) customer contact person and phone number for reference, (vi) statement or notation of whether proposer is/was the prime contractor or subcontractor or subconsultant, and (vii) the results of the project. Where possible, list and describe those projects performed for government clients or similar size private entities and any work performed for the County.
- c) List all contracts which the proposer has performed for Miami-Dade County. The County will review all contracts the proposer has performed for the County in accordance with County Ordinance No. 98-42, which requires that "a Contractor's or Proposer's past performance on County Contracts be considered in the selection of Consultants and Contractors for future County Contracts." As such the proposer must list and describe all work performed for Miami-Dade County and include the name of the County Department which administers or administered the contract(s); the contact person(s) on the contract(s) and their telephone number; the dates covering the term of the contract(s); and, the dollar value of the contract(s).
- d) Describe any other experiences related to the work or services described in the Scope of Services (**see Section 2.0**), and any other information which may be specific to the required services to be provided (e.g. software/hardware information, training, etc.).
- e) Provide history of performance; identify record of complaints, fines, suspensions, awards, and citations.
- f) Proposers should provide References that the County may contact. Indicate the nature of

the service provided and a brief description of the reference. Provide a contact name, telephone number and address.

- g) Provide a description of any training or continuing education programs that are in place or planned. The proposer should discuss the impact of these programs and if the training is mandated for employees' certification or certain classification.
- h) Proposers should provide evidence of its financial stability. See Section 4.4 item (a).
- i) Proposers should document how past experience exceed the minimum requirements.

7) Key Personnel and Subcontractors Performing Services

- a) Provide an organization chart showing all individuals, including their titles, to be assigned to this project. This chart must clearly identify the Proposer's employees and those of the subcontractors or subconsultants.
- b) List the names and addresses of all major first tier subcontractors or subconsultants, and describe the extent of work to be performed by each first tier subcontractor or subconsultant.
- c) Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of all key individuals and subcontractors or subconsultants who will be assigned to this project. This information shall include the functions to be performed by the key individuals and the subcontractors or subconsultants.
- d) Provide resumes with job descriptions and other detailed qualification information on all key personnel who will be assigned to this project, including any subcontractors or subconsultants. All key personnel includes all partners, managers, seniors and other professional staff that will perform work and/or services in this project. Please provide resumes, certifications, and training histories of all associated with this project.
- e) Proposers should identify how personnel exceed the minimum qualifications.

**Note: After proposal submission, but prior to the award of any contract issued as a result of this RFP, the proposer has a continuing obligation to advise the County of any changes, intended or otherwise, to the key personnel identified in its proposal.**

8) Affidavits/Acknowledgements

The proposer must complete, sign as required, and submit the following documents as part of its Technical Proposal:

- Form A-1 Cover Page of Technical Proposal
- Form A-2 Affidavit of Miami-Dade County Lobbyist Registration for Oral Presentations  
(see Section 1.17)
- Form A-3 Acknowledgement of Addenda (see Section 1.8)
- Form A-4 Disability Nondiscrimination Affidavit
- Form A-5 Local Preference Information (see Section 1.22)

- Form A-7.1 Proposer's Disclosure of Subcontractors and Suppliers (**see Section 1.29**)
- Form A-7.2 Proposer's Disclosure of Fair Subcontracting Policies (**see Section 1.30**)
- Form A-8 Affirmative Action Plan/Procurement Policy Affidavit
- Form A-10 Miami-Dade County Collection of Taxes, Fees and Parking Tickets Affidavit and  
Individuals & Entities Attesting Being Current In Their Obligations to Miami-Dade  
County
- Form A-12 Code of Business Ethics
- Form A-13 Domestic Violence Leave Affidavit

### **B. PRICE PROPOSAL**

The proposer must submit the Price Proposal in a separate **sealed** envelope or package (**separate from the Technical PROPOSAL**) clearly marked on the sealed envelope or package "**PRICE PROPOSAL**", together with the Proposer's name, RFP Number, and RFP title. The proposer may submit the separate sealed Price proposal inside the same container or package together with the separate Technical proposal. The Proposer's price shall be submitted on **Form B-1 "Price Proposal Schedule"**, and in the manner required on said attachment form; there are no exceptions allowed to this requirement. If the proposer wishes to submit an alternate pricing, the proposer must first submit pricing in accordance with the **Form B-1**, and then include a separate alternate pricing in a separate sealed envelope marked "**ALTERNATE PRICE PROPOSAL**" on the sealed envelope and on the first page of the alternate pricing. Proposers who do not submit pricing in accordance with **Form B-1** will not receive evaluation points for the Price/Cost portion. The alternate pricing will not be scored for evaluation purposes, but may be considered by the County if the proposer is selected for negotiations. The Price Proposal must contain all information required on the Price Proposal Schedule as follows:

Note: The Price Proposal shall consist of one original and ten copies.

1. Total Price that includes all costs associated with providing all requirements of the RFP solicitation.
2. Proposers shall submit a dollar amount "per response/arrival" that the selected proposer will **pay** to Miami-Dade County

### **FINANCIAL RETURN TO COUNTY**

The County expects that revenue will be generated by the selected proposer that is awarded any contract as result of this RFP. The proposed revenue will be evaluated in the form of a MAG (minimum annual guarantee). This figure will be submitted on Form B-1 "Price Proposal Schedule" by each proposer and will be evaluated and given a score as outlined in **Section 4.3 - PRICE PROPOSAL EVALUATION**

### **3.3 PROPOSAL PREPARATION REQUIREMENTS**

Proposers must follow instructions of Section 1.4 "Proposal". The proposal must consist of two separate parts: a) Technical Proposal (original and all copies), and b) sealed Price Proposal (original and all copies). The Technical Proposal must be packaged separately from the sealed Price Proposal, and both must be submitted in a sealed envelope or container that should be addressed as follows:



Proposer's Name  
Proposer's Address  
Proposer's Telephone Number

Clerk of the Board  
Stephen P. Clark Center  
111 NW 1st Street, 17th Floor, Suite 202  
Miami, FL 33128-1983

RFP No.:443

RFP Title: Medical Transportation Service (Ambulance)

Proposal Due Date:

## SECTION 4.0 - EVALUATION/SELECTION PROCESS

### 4.1 INTRODUCTION

Following the opening of the Proposal packages, the Proposal will be evaluated by an Evaluation/Selection Committee appointed by the County Manager. The Committee will be comprised of appropriate County personnel from multiple departments and members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the Committee is balanced with regard to both ethnicity and gender.

Contract award will be based on two separate evaluation phases: Technical (Quality) and Price. Scoring Proposal is based on point totals and not a percentage factor.

### 4.2 TECHNICAL PROPOSAL EVALUATION

The Evaluation/Selection Committee will first evaluate and rank responsive Proposal on the Technical (Quality) criteria listed below. The criteria are itemized with their respective weights for a maximum total of seventy-five (75) points per each Evaluation/Selection Committee member, for all Technical criteria. A proposer may receive the maximum points or a portion of this score depending on the merit of its Proposal, as judged by the Evaluation/Selection Committee in accordance with:

<u>Criteria</u>	<u>Points</u>
1. Experience and qualifications of all individuals, including resumes, certification, and training histories	(20)
2. Proposer's staffing and equipping of vehicles in order to provide the type of services identified in the RFP	(20)
3. Past experience and performance in providing the type of service, and firms financial stability	(15)
4. Training programs or Continuing Education Programs	(10)
5. Proposer's qualifications that exceed the minimum qualification requirements as stated in Section 3.0	(10)

Upon completion of the Technical (Quality) criteria evaluation, rating and ranking, the Committee may choose to conduct an oral presentation(s) with the proposer(s) which the Evaluation/Selection Committee deems to warrant further consideration based on the best rated Proposal providing the highest quality of service to the County; scores in clusters; significant breaks in scoring; and/or maintaining competition. Upon completion of the oral presentation(s), the Committee will re-evaluate, re-rate and re-rank the Proposal remaining in consideration based upon the written documents combined with the oral presentation.

#### 4.3 PRICE PROPOSAL EVALUATION

Affirmative Action Plan/Procurement Policy Affidavit After the Evaluation/Selection Committee re-evaluates the Technical Proposals, in light of the oral presentation(s) if necessary, it will then evaluate the Price Proposals of those proposers remaining in consideration.

The sealed Price Proposal envelopes of the proposers remaining in consideration will then be opened in the presence of the Evaluation/Selection Committee. Price will be considered separately on a per group basis and only after the evaluation of the Technical (Quality) Proposal has been completed by the Evaluation/Selection Committee.

The Price proposal will be assigned a maximum of twenty-five (25) points per each Evaluation/Selection Committee member per group. The Price will be evaluated in the following manner:

1. The responsive Proposal with the highest total price will be given the full weight of 25 points assigned to the price criterion.
2. Every other Proposal will be given points proportionately in relation to the highest price. This point total will be calculated by dividing the highest price by the total price of the Proposal being evaluated with the result being multiplied by the maximum weight for price (50 points) to arrive at a cost score of less than the full score for price.

$$\text{Example: } \frac{\text{Highest Price Proposed}}{\text{Proposer's Proposed Price}} \times \text{Total Points for Price} = \text{Price Score}$$

The application of the above formula will result in a uniform assignment of points relative to the criterion of price.

The pricing formula is used as part of the evaluation process to determine the highest ranked proposer per group. The County reserves the right to negotiate the final terms, conditions and pricing of the contract as may be in the best interest of the County.

#### 4.4 OVERALL RANKING

The Evaluation/Selection Committee will then determine the overall ranking for each group by adding the Price Proposal evaluation score with the Technical (Quality) evaluation score and all other applicable additional points specified in this solicitation, to determine the overall ranking.

Following the evaluation and ranking of the Proposal, the Evaluation/Selection Committee will recommend to the County Manager or designee that a contract be negotiated with the highest ranked responsive and responsible proposer in each group except as provided for below in Section 4.5 "Local Preference". Upon concurrence of the County Manager or designee, the County shall enter into negotiations with the recommended proposer.

The proposer recommended for negotiations shall provide to the County:

- a) Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
  - b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the proposer, any of its employees or subcontractors or subconsultants is or has been involved within the last three (3) years.
- 

#### **4.5 LOCAL PREFERENCE**

Local Preference may be taken into consideration in accordance with Section 1.22 "Local Preference". If, following the completion of final rankings by the Evaluation/Selection Committee, a non-local proposer is the highest ranked responsive and responsible proposer, and the ranking of a responsive and responsible local proposer is within 5% of the ranking obtained by said non-local proposer, then the Evaluation/Selection Committee will recommend to the County Manager or designee that a contract be negotiated with said local proposer.

#### **4.6 CONTRACT AWARD**

Any negotiated contract, as a result of the RFP, will be submitted to County Manager or designee for approval and may be submitted to the Board of County Commissioners for their approval. **All proposers will be notified in writing when the County Manager or designee makes an award recommendation.** The Contract award, if any, shall be made to the proposer whose Proposal shall be deemed by the County to be in the best interest of the County. The County's decision to make the award and which Proposal is in the best interest of the County shall be final.

## Form A-1

<b>PROPOSER'S NAME</b> (Name of firm, entity or organization):  		
<b>FEDERAL EMPLOYER IDENTIFICATION NUMBER:</b>  		
<b>NAME AND TITLE OF PROPOSER'S CONTACT PERSON:</b>  		
Name: _____		Title: _____
<b>MAILING ADDRESS:</b>  		
Street Address: _____  		
City, State, Zip: _____		
<b>TELEPHONE:</b> (____) _____	<b>FAX:</b> (____) _____	<b>E-MAIL ADDRESS:</b> _____
<b>PROPOSER'S ORGANIZATIONAL STRUCTURE:</b>  		
____ Corporation      ____ Partnership      ____ Proprietorship      ____ Joint Venture  ____ Other (Explain): _____		
<b>IF CORPORATION,</b> Date Incorporated/Organized: _____  State Incorporated/Organized: _____  States registered in as foreign corporation: _____		
<b>PROPOSER'S SERVICE OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS FOR:</b>  		
<b>LIST NAMES OF PROPOSER'S SUBCONTRACTORS OR SUBCONSULTANTS FOR THIS PROJECT:</b>          		
<b>PROPOSER'S AUTHORIZED SIGNATURE</b>  		
The undersigned hereby certified that this proposal is submitted in response to this solicitation.  		
Signed By: _____		Date: _____
Print Name: _____		Title: _____
A-1 Rev. 10/1/99		

Form A-2

**AFFIDAVIT OF MIAMI-DADE COUNTY  
LOBBYIST REGISTRATION FOR ORAL PRESENTATION**

(1) Project Title: \_\_\_\_\_ Project No.: \_\_\_\_\_

(2) Department: \_\_\_\_\_

(3) Firm/Proposer's Name: \_\_\_\_\_

Address: \_\_\_\_\_ Zip: \_\_\_\_\_

Business Telephone: (\_\_\_\_) \_\_\_\_\_

(4) List All Members of the Presentation Team Who Will Be Participating in the Oral Presentation:

NAME	TITLE	EMPLOYED BY	TEL. NO.
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(ATTACH ADDITIONAL SHEET IF NECESSARY)

The individuals named above are Registered and the Registration Fee is not required for the Oral Presentation ONLY. Proposers are advised that any individual substituted for or added to the presentation team after submittal of the proposal and filling by staff, MUST register with the Clerk of the Board and pay all applicable fees.

Other than for the oral presentation, Proposers who wish to address the county commission, a county board or county committee concerning any action, decision or recommendation of county personnel regarding this solicitation MUST register with the Clerk of the Board (Form BCCFORM2DOC) and pay all applicable fees.

I do solemnly swear that all the foregoing facts are true and correct and I have read or am familiar with the provisions of Section 2-11.1(s) of the Code of Metropolitan Dade County as amended.

Signature of Authorized Representative: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_, by \_\_\_\_\_, a \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did/did not take an oath.  
(Individual, Officer, Partner or Agent) (Sole Proprietor, Corporation or Partnership)

\_\_\_\_\_  
(Signature of person taking acknowledgement)

\_\_\_\_\_  
(Name of Acknowledger typed, printed or stamped)

\_\_\_\_\_  
(Title or Rank) (Serial Number, if any)

## Form A-3

**ACKNOWLEDGEMENT OF ADDENDA**

**Instructions:** Complete Part I or Part II, whichever is applicable.

**PART I:** Listed below are the dates of issue for each Addendum received in connection with this solicitation.

Addendum #1, Dated \_\_\_\_\_, 200\_\_

Addendum #2, Dated \_\_\_\_\_, 200\_\_

Addendum #3, Dated \_\_\_\_\_, 200\_\_

Addendum #4, Dated \_\_\_\_\_, 200\_\_

Addendum #5, Dated \_\_\_\_\_, 200\_\_

Addendum #6, Dated \_\_\_\_\_, 200\_\_

Addendum #7, Dated \_\_\_\_\_, 200\_\_

Addendum #8, Dated \_\_\_\_\_, 200\_\_

Addendum #9, Dated \_\_\_\_\_, 200\_\_

**PART II:**

\_\_\_\_ No Addendum was received in connection with this solicitation.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Federal Employer Identification Number: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

# Form A-4

## DISABILITY NONDISCRIMINATION AFFIDAVIT

CONTRACT REFERENCE: \_\_\_\_\_

NAME OF FIRM, CORPORATION, OR ORGANIZATION: \_\_\_\_\_

AUTHORIZED AGENT COMPLETING AFFIDAVIT: \_\_\_\_\_

POSITION: \_\_\_\_\_ PHONE NUMBER: (\_\_\_\_) \_\_\_\_\_

I, \_\_\_\_\_, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Rehabilitation Act of 1973, 29 U.S.C. Section 794

The Federal Transit Act, as amended 49 U.S.C. Section 1612

The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

\_\_\_\_\_  
Signature\_\_\_\_\_  
Date

SUBSCRIBED AND SWORN TO (or affirmed) before me on \_\_\_\_\_

(Date)

by \_\_\_\_\_ He/She is personally known to me or has

(Affiant)

presented

as identification.

\_\_\_\_\_  
(Type of Identification)\_\_\_\_\_  
(Signature of Notary)\_\_\_\_\_  
(Serial Number)\_\_\_\_\_  
(Print or Stamp Name of Notary)\_\_\_\_\_  
(Expiration Date)

Notary Public \_\_\_\_\_

Notary Seal  
(State)



## FORM A-5

**LOCAL BUSINESS PREFERENCE**

Proposals submitted for this solicitation will be reviewed by the Evaluation/Selection Committee for Local Business Preference in accordance with Miami-Dade County Ordinance 94-166 as amended by Ordinance 01-21 and Resolution No. R-514-02, defining local business preference. A local business is defined as a proposer, which has a valid occupational license issued by Miami-Dade or Broward County at least one year prior to the proposal due date, to do business in Miami-Dade or Broward County and that authorizes the proposer to provide the goods, services or construction to be purchased; and, has a physical business address located within the limits of Miami-Dade and Broward County from which the proposer operates or performs business. (A Post Office Box is unacceptable.) **If the Proposer is a local firm as defined above, the Proposer shall submit a copy of its Miami-Dade or Broward Occupational License, which shall have been in effect one year prior to the proposal due date; and, evidence in the form of a lease or other such documentation, that is proof that the Proposer is located in Miami-Dade or Broward County.**

PLEASE CHECK IF APPLYING FOR LOCAL PREFERENCE

YES

☐

NO

☐

Proposer: \_\_\_\_\_

Federal Employer Identification Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

I hereby certify that to the best of my knowledge and belief all the foregoing facts are true and correct.

Signature of Authorized Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_SUBSCRIBED AND SWORN TO (or affirmed) before me on \_\_\_\_\_,  
(Date)

by \_\_\_\_\_. He/She is personally known to me or has

(Affiant)

presented \_\_\_\_\_ as identification.

(Type of Identification)

\_\_\_\_\_  
(Signature of Notary)\_\_\_\_\_  
(Serial Number)\_\_\_\_\_  
(Print or Stamp Name of Notary)\_\_\_\_\_  
(Expiration Date)Notary Public \_\_\_\_\_  
(State)

Notary Seal

## Form A-7.2

**FAIR SUBCONTRACTING POLICIES  
(Ordinance 97-35)****FAIR SUBCONTRACTING PRACTICES**

In compliance with Miami-Dade County Ordinance 97-35, the Proposer submits the following detailed statement of its policies and procedures for awarding subcontracts:

---

\_\_\_\_\_

I hereby certify that the foregoing information is true, correct and complete.

Signature of Authorized Representative: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Firm Name: \_\_\_\_\_ Fed. ID No. \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

---

**FORM A-7.1**  
**SUBCONTRACTOR/SUPPLIER LISTING**  
 (Ordinance 97-104)

Firm Name of Prime Contractor/Proposer \_\_\_\_\_

RFP Name \_\_\_\_\_

RFP Number \_\_\_\_\_

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, MUST be completed by all bidders and proposers on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders and proposers on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, must be completed and submitted even though the bidder or proposer will not utilize subcontractors or suppliers on the contract. The bidder or proposer should enter the word "NONE" under the appropriate heading of Form A-7.1 in those instances where no subcontractors or suppliers will be used on the contract. A bidder or proposer who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified except upon written approval of the County.

Business Name and Address of First Tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	(Principal Owner) Gender	Race
Business Name and Address of Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	(Principal Owner) Gender	Race

I certify that the representations contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate.

 Signature of Proposer's  
 Authorized Representative
 \_\_\_\_\_

Print Name

Print Title

Date

(Duplicate if additional space is needed)



## Form A-8

**AFFIRMATIVE ACTION PLAN/PROCUREMENT POLICY AFFIDAVIT**  
**(Code of Miami-Dade County Section 2-8.1.5) (Ordinance No. 98-30)**

I, being duly first sworn, hereby state that the proposer of this contract:

- ☐ has a current Affirmative Action Plan and Procurement Policy, as required by Section 2-8.1.5 of the Code of Miami-Dade County, processed and approved for filing with the Miami-Dade County Department of Business Development (DBD) under the file No. \_\_\_\_\_ and the expiration date of \_\_\_\_\_.
- ☐ had annual gross revenues in excess of \$5,000,000.00 for the previous year and does not have a current Affirmative Action Plan and Procurement Policy as required by Section 2-8.1.5 of the Code of Miami-Dade County, processed and approved for filing with the Miami-Dade County DBD. I will contact DBD at 305-349-5960 regarding this requirement.
- ☐ had annual gross revenues less than \$5,000,000.00 for the previous year; therefore Section 2-8.1.5 of the Code of Miami-Dade County is not applicable. However, I will contact DBD at 305-349-5960 in order to submit the required affidavit and exemption request.

Witness: \_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Signature

Witness: \_\_\_\_\_  
 Signature

By: \_\_\_\_\_  
 Legal Name and Title

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

**FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:**

By: \_\_\_\_\_

**FOR A CORPORATION, PARTNERSHIP OR JOINT VENTURE:**

By: \_\_\_\_\_ having the title of \_\_\_\_\_

with \_\_\_\_\_.

☐ a \_\_\_\_\_ corporation      ☐ partnership      ☐ joint venture

**PLEASE NOTE:**

*Section 2-10.4(4)(a) of the Code of Miami-Dade County (Ordinance No. 82-37) requires that all properly licensed architectural, engineering, landscape architectural, and land surveyors have an affirmative action plan on file with the County.*

*Section 2-8.1.5 of the Code of Miami-Dade County requires that firms that have annual gross revenues in excess of five (5) million dollars have an affirmative action plan and procurement policy on file with the County. Firms that have a Board of Directors that are representative of the population make-up of the nation may be exempt.*

*For questions regarding these requirements, please contact the Miami-Dade County Department of Business Development at 305-349-5960.*

## Form A-10

**PROPOSER'S AFFIDAVIT THAT MIAMI-DADE COUNTY TAXES,  
FEES AND PARKING TICKETS HAVE BEEN PAID**  
(Section 2-8.1(c) of the Code of Miami-Dade County, as amended by Ordinance No. 00-30)  
**and**  
**THAT PROPOSER IS NOT IN ARREARS TO THE COUNTY**  
(Section 2-8.1(h) of the Code of Miami-Dade County, as amended by Ordinance No. 00-67)

I, \_\_\_\_\_, being first duly sworn, hereby state and certify that the foregoing statements are true and correct:

1. that I am the Proposer (if the Proposer is an individual), or the \_\_\_\_\_ (fill in the title of the position held with the Proposer ) of the Proposer.

2. that the Proposer has paid all delinquent and currently due fees or taxes(- including but not limited to, real and personal property taxes, utility taxes, and occupational taxes)collected in the normal course by the Miami-Dade County Tax Collector, and County issued parking tickets for vehicles registered in the name of the above proposer, have been paid.

3. that the Proposer is not in arrears in excess of the enforcement threshold under any contract, final non-appealable judgement, or lien with Miami-Dade County, or any of its agencies or instrumentalities, including the Public Health Trust, either directly or indirectly through a firm, corporation, partnership or joint venture in which the Proposer has a controlling financial interest For purposes hereof, the term "enforcement threshold" means any arrearage under any individual contract, non-appealable judgement, or lien with Miami-Dade County that exceeds \$25,000 and has been delinquent for greater than 180 days. For purposes hereof, the term "controlling financial interest" means ownership, directly or indirectly, of ten per cent or more of the outstanding capital stock in any corporation, or a direct or indirect interest of ten per cent or more in a firm, partnership, or other business entity.

By: \_\_\_\_\_, 20 \_\_\_\_\_  
Signature of Affiant Date

\_\_\_\_\_  
Printed Name of Affiant and Tile Federal Employer Identification Number

\_\_\_\_\_  
Printed Name of Firm

\_\_\_\_\_  
Address of Firm

**SCRIBED AND SWORN TO** (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

by \_\_\_\_\_. He/She is personally known to me or has presented

\_\_\_\_\_  
Signature of Notary Serial Number

\_\_\_\_\_  
Print or Stamp Name of Notary Expiration Date

Notary Public – State of \_\_\_\_\_

Notary Seal

**Form A-12**  
**Code of Business Ethics**

In accordance with Section 2-8.1(i) of the Miami-Dade County Code, each person or entity that seeks to do business with the County shall adopt a Code of Business Ethics ("Code") and shall, prior to execution of any contract between the contractor and the County, submit an affidavit stating that the contractor has adopted a Code that complies with the requirements of Section 2-8.1(i) of the Miami-Dade County Code. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award. The Code of Business Ethics shall apply to all business that the contractor does with the County and shall, at a minimum, require that the contractor:

- Comply with all applicable governmental rules and regulations including, among others, the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance and the False Claims Ordinance.
- Comply with all applicable rules and regulations regarding Disadvantaged Business Enterprises, Black Business Enterprises, Hispanic Business Enterprises and Women Business Enterprises (hereinafter collectively Minority Business Enterprises, "MBEs") and Community Small Business Enterprises (CSBE5) and shall specifically prohibit the following practices:
  - Pass-through Requirements. The Code shall prohibit pass-throughs whereby the prime firm requires that the MBE or CSBE firm accept payments as a MBE or CSBE and pass through those payments or a portion of those payments to another entity including, but not limited to the owner/operator of the prime firm;
  - Rental Space, Equipment or Flat Overhead Fee Requirements. The Code shall prohibit rental space requirements, equipment requirements, and/or flat overhead fee requirements, whereby the prime firm requires the MBE or CSBE firm to rent space or equipment from the prime firm or charges a flat overhead fee for the use of space, equipment, secretary, etc.;
  - Staffing Requirements. The Code shall prohibit the prime firm from mandating, as a condition to inclusion in the project, that a MBE or CSBE hire, fire, or promote certain individuals not employed by the prime firm, or utilize staff employed or previously employed by the prime firm.
  - MBE or CSBE staff utilization. The Code shall prohibit the prime firm from requiring the MBE or CSBE firm to provide more staff than is necessary and then utilizing the MBE or CSBE staff for other work to be performed by the prime firm.
  - Fraudulently creating, operating or representing MBE or CSBE. The Code shall prohibit a prime firm including, but not limited to, the owners/operators thereof from fraudulently creating, operating or representing an entity as a MBE or CSBE for purposes of qualifying for certification as a MBE or CSBE.
- The Code shall also require that on any contract where MBE or CSBE participation is purported, the contract shall specify essential terms including, but not limited to, a specific statement regarding the percent of participation planned for MBEs or CSBEs, the timing of payments and when the work is to be performed.
- The failure of a contractor to comply with its Code of Business Ethics shall render any contract between the contractor and the County voidable, and subject violators to debarment from future County work pursuant to Section 10-38(h)(2) of the Code. The Inspector General shall be authorized to investigate any alleged violation by a contractor of its Code of Business Ethics.

**CODE OF BUSINESS ETHICS**

[Section 2-8.1(i), Code of Miami-Dade County]

I, being duly sworn, hereby state and certify that this firm has adopted a Code of Business Ethics that is fully compliant with the requirements of Section 2-8.1(1) of the Code of Miami-Dade County as amended. I further acknowledge that failure to comply with the adopted Code of Business Ethics shall render any contract with Miami-Dade County voidable, and subject this firm to debarment from County work pursuant to Section 10-38(h)(2) of the Code of Miami-Dade County as amended. I further acknowledge that failure to submit this affidavit shall render this firm ineligible for contract award.

By: \_\_\_\_\_

Signature of Affiant

\_\_\_\_\_ 20 \_\_\_\_

Date

\_\_\_\_\_  
Printed Name and Title of Affiant\_\_\_\_\_  
Federal Employer Identification Number\_\_\_\_\_  
Printed Name of Firm\_\_\_\_\_  
Address of Firm**SUBSCRIBED AND SWORN TO** (of affirmed) before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

He/She is personally known to me or has presented \_\_\_\_\_ as identification.

Type of Identification

\_\_\_\_\_  
Signature of Notary\_\_\_\_\_  
Serial Number\_\_\_\_\_  
Print or Stamped Name of Notary\_\_\_\_\_  
Expiration Date

Notary Public, State of \_\_\_\_\_

**MIAMI-DADE COUNTY**  
**DOMESTIC VIOLENCE LEAVE AFFIDAVIT**  
(County Ordinance No 99-5 and Resolution No. R-185-00)

***That in compliance with Ordinance No. 99-5, Resolution No. R-185-00 and the Code of Miami-Dade County, Florida, the following information is provided and is in compliance with all items in the aforementioned legislation.***

a:\family leave affidavit.doc  
REVISED 04/01/98

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(This is the form of Agreement the County anticipates awarding to the selected Proposer.)

Contract No.

THIS AGREEMENT made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ by and between \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, having its principal office at \_\_\_\_\_ (hereinafter referred to as the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"),

WITNESSETH:

WHEREAS, the Contractor has offered to provide Medical Transportation Service (Ambulance), that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No. 443 and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated \_\_\_\_\_, hereinafter referred to as the "Contractor's Proposal" which is incorporated by reference herein; and,

WHEREAS, the County desires to procure from the Contractor such \_\_\_\_\_ for the County, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

**ARTICLE 1. DEFINITIONS**

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) The words "Contract" or "Contract Documents" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), RFP No. \_\_\_\_\_ and all associated addenda and attachments, the Contractor's Proposal, and all other attachments hereto and all amendments issued hereto.
- b) The words "Contract Date" to mean the date on which this Agreement is effective.
- c) The words "Contract Manager" to mean Miami-Dade County's Director, Department of Procurement Management, or the duly authorized representative.
- d) The word "Contractor" to mean \_\_\_\_\_ and its permitted successors and assigns.
- e) The word "Days" to mean Calendar Days.
- f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.
- g) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.
- h) The words "Change Order" or "Extra Work" or "Additional Work" resulting in additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.
- i) The words "Project Manager" to mean the County Manager or the duly authorized representative designated to manage the Contract.
- k) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.
- l) The word "subcontractor" or "subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.
- m) The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

**ARTICLE 2. ORDER OF PRECEDENCE**

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) the Scope of Services (Appendix A), 3) the Miami-Dade County's RFP No. 443 and any associated addenda and attachments thereof, and 4) the Contractor's Proposal.

**ARTICLE 3. RULES OF INTERPRETATION**

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

**ARTICLE 4. NATURE OF THE AGREEMENT**

- a) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.
- b) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.
- c) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.
- d) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

**ARTICLE 5. CONTRACT TERM**

The Contract shall become effective on \_\_\_\_\_ and shall be for a duration of one (1) year. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for a period for four (4) additional years on a year-to-year basis. The County reserves the right to exercise its option to extend a contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the contractor in writing of the extension. This contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period upon mutual agreement between the County and the successful proposer(s), upon approval by the Board of County Commissioners

**ARTICLE 6. NOTICE REQUIREMENTS**

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax and followed with delivery of hard copy; and in any case addressed as follows:

**(1) to the County****a) to the Project Manager:**

Miami-Dade County

Attention:

Phone:

Fax:

and,

**b) to the Contract Manager:**

Miami-Dade County  
Department of Procurement Management  
111 N.W. 1<sup>st</sup> Street, Suite 1375  
Miami, FL 33128-1974  
Attention: Director  
Phone: (305) 375-5257  
Fax: (305) 375-2316

**(2) To the Contractor**

Attention:

Phone:

Fax:

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given

upon receipt by the addressee.

#### **ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED**

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in the total amount of \_\_\_\_\_ (\$\_\_\_\_\_). The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

All Services undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.

With respect to travel costs and travel related expenses, the Contractor agrees to adhere to CH. 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses including employee lodging, transportation, per diem, and all miscellaneous cost-and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.

#### **ARTICLE 8. PRICING**

Prices shall remain firm and fixed for the term of the Contract including, any option years; however, the Contractor may offer incentive discounts to the County at any time during the contractual term and any extensions thereof.

#### **ARTICLE 9. METHOD AND TIMES OF PAYMENT**

The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the County periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to Appendix B – Price Schedule. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County and shall show the County's contract number. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five days from receipt of a proper invoice. The time at which payment shall be due to small businesses and minority and women business enterprises shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as follows:

Miami-Dade County

\_\_\_\_\_

\_\_\_\_\_

Attention: \_\_\_\_\_

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

## **ARTICLE 10. INDEMNIFICATION AND INSURANCE**

### **INDEMNIFICATION AND INSURANCE (3) - MEDICAL TESTING**

Provider shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Provider or its employees, agents, servants, partners principals or subcontractors. Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The vendor shall furnish to the Vendor Assistance Section, Department of Procurement Management, Bids and Contracts Division, 111 NW 1st Street, Suite 1300, Miami, Florida 33128-1989, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.
- B. Public Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property

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damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.
- D. Medical Malpractice Insurance in the name of the vendor, in an amount not less than \$1,000,000.00.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the vendor.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

**NOTE: DADE COUNTY SOLICITATION NUMBER AND TITLE OF SOLICITATION MUST APPEAR ON EACH CERTIFICATE.**

**CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY  
111 NW 1<sup>ST</sup> STREET  
SUITE 2340  
MIAMI, FL 33128**

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

Issuance of a purchase order is contingent upon the receipt of the insurance documents within fifteen (15) calendar days after Board of County Commission approval. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this solicitation, the vendor shall be verbally notified of such deficiency and

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shall have an additional five (5) calendar days to submit a corrected certificate to the County. If the vendor fails to submit the required insurance documents in the manner prescribed in this solicitation within twenty (20) calendar days after Board of Commission approval, the vendor shall be in default of the contractual terms and conditions and shall not be awarded the contract. Under such circumstances, the vendor may be prohibited from submitting future Proposal to the County in accordance with Section 1.24 of the solicitation.

The Contractor shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option years that may be granted to the vendor in accordance with Section 2.5 of this solicitation. If insurance certificates are scheduled to expire during the contractual period, the vendor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the contract until such time as the new or renewed certificates are received by the County in the manner prescribed in the solicitation; provided, however, that this suspended period does not exceed thirty (30) calendar days. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the Contractor.

**ARTICLE 11. MANNER OF PERFORMANCE**

- a) The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the County the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.
- c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.



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- d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- e) The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- f) The Contractor shall comply with all provisions of all federal, state, and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

**ARTICLE 12. QUALITY ASSURANCE AND PENALTIES**

Miami-Dade County, through the County Manager or designee will assess penalties against the awarded contractor as described below. If more than one infraction applies on any given response, the penalties with the greater dollar amount shall be assessed per response. ***Penalties shall be paid by the contractor within 10 business days from receipt of the statement from Miami-Dade County. If penalties are not paid within the prescribed time, a 10 percent per day late fee shall be applied to the pending balance until payment is received.***

Urgent/Non-Urgent Response Penalties for Fire Rescue System

Fifteen (15) Minutes and one (1) second, through twenty (20) minutes and zero (0) seconds shall incur penalties of fifty dollars (\$50) per occurrence.

Twenty (20) minutes and (1) second, through thirty (30) minutes and zero (0) seconds shall incur penalties of seventy-five (\$75) dollars per occurrence.

Any response time that exceeds thirty (30) minutes and zero (0) seconds shall incur penalties of one hundred and fifty dollars (\$150). In addition, the awarded contractor shall submit a letter of explanation to the Ambulance Contract Compliance Officer within 10 business days of the occurrence.

If at any time the awarded contractor notifies the requesting agency that there is no ambulance available, penalties of one hundred and fifty dollars (\$150) shall be assessed per occurrence. In addition, the awarded contractor shall submit a letter of explanation to the Ambulance Contract Compliance Officer within 10 business days of the occurrence.

Any response unit that arrives without the equipment that is required under section "Ambulance Equipment" shall be assessed fifty dollars (\$50) in penalties.

**ARTICLE 13. EMPLOYEES ARE THE RESPONSIBILITY OF THE CONTRACTOR**

All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

#### **ARTICLE 14. INDEPENDENT CONTRACTOR RELATIONSHIP**

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

#### **ARTICLE 15. AUTHORITY OF THE COUNTY'S PROJECT MANAGER**

- a) The Contractor hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- d) In the event of such dispute, the parties to this Agreement authorize the County

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Manager or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Manager's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Manager within 10 days of the occurrence, event or act out of which the dispute arises.

- e) The County Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Manager for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Manager is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Manager, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

**ARTICLE 16. MUTUAL OBLIGATIONS**

- a) This Agreement, including attachments and appendixes to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

**ARTICLE 17. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING**

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope Of Services. The Contractor and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

**ARTICLE 18. AUDITS**

The Contractor agrees that the County or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, and shall only address those transactions related to this Agreement.

The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

**ARTICLE 19. SUBSTITUTION OF PERSONNEL**

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

**ARTICLE 20. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT**

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County.

**ARTICLE 21. SUBCONTRACTUAL RELATIONS**

- a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- b) The Contractor, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the

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portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.

- c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.
- d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.
- e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Provider and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County permitting the County to request completion of performance by the Subcontractor of its obligations under the subcontract, in the event the County finds the Contractor in breach of its obligations, the option to pay the Subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

## **ARTICLE 22. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS**

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

## **ARTICLE 23. SEVERABILITY**

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such

provision.

#### **ARTICLE 24. TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK**

- a) The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.
- b) The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be disbarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.

In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor and in such event:

- d) The Contractor shall, upon receipt of such notice, unless otherwise directed by the County:
  - i. stop work on the date specified in the notice ("the Effective Termination Date");
  - ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
  - iii. cancel orders;
  - iv. assign to the County and deliver to any location designated by the County any noncancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
  - v. take no action which will increase the amounts payable by the County under this Agreement; and
- e) In the event that the County exercises its right to terminate this Agreement pursuant to this Article the Contractor will be compensated as stated in the payment Articles, herein, for the:
  - i. portion of the Services completed in accordance with the Agreement and

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the Work Order up to the Effective Termination Date; and

- ii. noncancelable Deliverables that are not capable of use except in the performance of this Agreement and Work Order and has been specifically developed for the sole purpose of this Agreement Work Order but not incorporated in the Services.
- f) All compensation pursuant to this Article are subject to audit.

**ARTICLE 25. EVENT OF DEFAULT**

- a) An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:
- i. the Contractor has not delivered Deliverables on a timely basis.
  - ii. the Contractor has refused or failed, except in case for which an extension of time is provided, to supply enough properly skilled Staff Personnel;
  - iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
  - iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
  - v. the Contractor has failed to obtain the approval of the County where required by this Agreement;
  - vi. the Contractor has failed to provide "adequate assurances" as required under subsection "b" below;
  - vii. the Contractor has failed in the representation of any warranties stated herein.
- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the time frame set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with terms of this Agreement. Until the County receives such assurances the County may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed time frame, the County may:
- i. treat such failure as a repudiation of this Agreement;
  - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof

either by itself or through others.

- c) In the event the County shall terminate this Agreement for default, the County or its designated representatives, may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

## **ARTICLE 26. NOTICE OF DEFAULT - OPPORTUNITY TO CURE /TERMINATION**

If an Event of Default occurs, in the determination of the County, the County may so notify the Contractor ("Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The default notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

## **ARTICLE 27. REMEDIES IN THE EVENT OF DEFAULT**

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

- a) lost revenues;
- b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for procurement of Services, including procurement and administrative costs; and,
- c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default.

The County may also bring any suit or proceeding for specific performance or for an injunction.

## **ARTICLE 28. PATENT AND COPYRIGHT INDEMNIFICATION**

- a) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.
- b) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any



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programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.

- c) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
- d) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.
- e) The Contractor shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

**ARTICLE 29. CONFIDENTIALITY**

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered confidential information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their

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officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.

- b) The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.
- c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

**ARTICLE 30. PROPRIETARY INFORMATION**

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law.

The Contractor acknowledge that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the contract, the contractors will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

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The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

**ARTICLE 31. PROPRIETARY RIGHTS**

- a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection of the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.
- b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.
- c) Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.
- d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled

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by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

**ARTICLE 32. BUSINESS APPLICATION AND FORMS**

**Business Application** The Contractor shall be a registered vendor with the County – Department of Procurement Management, for the duration of this Agreement. It is the responsibility of the Contractor to file the appropriate Vendor Application and to update the Application file for any changes for the duration of this Agreement, including any option years.

Section 2-11.1(d) of Miami-Dade County Code as amended by Ordinance 00-1, requires any county employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

**ARTICLE 33. INSPECTOR GENERAL REVIEWS****Independent Private Sector Inspector General Reviews**

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Contractor, its officers, agents,

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employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

**Miami-Dade County Inspector General Review**

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

**Exception:** The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or

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IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

**ARTICLE 34. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS**

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including but not limited to:

- a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- b) Miami-Dade County Florida, Department of Business Development Participation Provisions, as applicable to this Contract.
- c) Environmental Protection Agency (EPA), as applicable to this Contract.
- d) Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.
- e) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.
- f) Miami-Dade County Code Section 10-38 "Debarment".
- g) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.
- h) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not

limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

### **ARTICLE 35. NONDISCRIMINATION**

During the performance of this Contract, Contractor agrees to: not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract with the County, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

### **ARTICLE 36. CONFLICT OF INTEREST**

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
  - i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
  - ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement;

## Section 5.0

provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.

- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

**ARTICLE 37. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION**

Under no circumstances shall the Contractor without the express written consent of the County:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and
- c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the County.

**ARTICLE 38. BANKRUPTCY**

The County reserves the right to terminate this contract, if, during the term of any contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

**ARTICLE 39. GOVERNING LAW**



## Section 5.0

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida.

**ARTICLE 40. INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION and/or  
PROTECTED HEALTH INFORMATION**

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards, include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Contractor and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Contractor must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

The Contractor will receive from Miami-Dade County Office of Emergency Management (OEM) protected health information ("PHI") as defined in the regulations promulgated under the Health Insurance Portability and Accountability Act of 1996 (the "HIPAA Privacy Rule") to perform certain practice management services ("Services") for OEM under the terms of a services agreement with such OEM/Contractor (the "Services Agreement"). Therefore, the parties agree to the terms and conditions of this Business Associate Agreement (the "Agreement") as follows:

I. PHI shall be safeguarded as follows:

(a) **Disclosure**

## Section 5.0

The Contractor will not use and/or disclose PHI except (1) as necessary to provide the Services described in the Services Agreement; (2) as otherwise permitted or required by this Agreement or as required by law; (3) for the proper management and administration of its business; and (4) to de-identify information and perform data aggregation as defined by the HIPAA Privacy Rule. Information that has been de-identified and the results of data aggregation performed by the Contractor together with any compilations, abstracts, summaries, studies or other information derived from such de-identified information or data aggregation shall be the sole and exclusive property of OEM. The Contractor shall not be entitled to any revenue, royalties, or other compensation resulting from de-identified information and the results of data aggregation performed by the Contractor or any data or information derived from such de-identified information or data aggregation.

(b) **Safeguards**

The Contractor agrees to implement appropriate safeguards to prevent the use or disclosure of PHI, except as required to perform the Services, or as otherwise required by the Agreement or as required by law.

(c) **Reporting**

OEM will report to the Contractor any use or disclosure of PHI of which it becomes aware that is not provided for in the Agreement or that is in violation of the HIPAA Privacy Rule and any applicable laws, rules or regulations, by the Contractor, its directors, officers, employees, contractors or agents.

(d) **Agents**

The Contractor will require its agents, including subcontractors, to whom the Contractor provides PHI pursuant to the Services Agreement, to agree to the same restrictions and conditions of this Agreement concerning PHI.

(e) **Access**

If applicable, upon the OEM's written request and within a reasonable time, the Contractor will provide OEM access to PHI in a Designated Record Set. If an individual requests access to his/her PHI directly from the Contractor, the Contractor will forward such request to OEM, and OEM will instruct the Contractor in writing to disclose the PHI to the individual to meet the requirements under 45 CFR §164.524. Any disclosure of, or decision not to disclose, the PHI will be the sole responsibility of OEM.

(f) **Amendment**

If applicable, upon OEM's written request and within a reasonable time, the Contractor will make PHI in a Designated Record Set relating to a patient available to OEM for amendment and incorporate any amendments or corrections to PHI pursuant to 45 CFR §164.526.

**(g) Accounting**

Upon OEM's written request and within a reasonable time, if OEM requests an accounting of disclosures of PHI regarding an individual made during the six (6) years prior to such request, the Contractor will make available to OEM such information in the Contractor's possession at that time to make the accounting required by 45 C.F.R. §164.528, and the Contractor agrees to implement an appropriate record-keeping process to comply with the accounting and documentation of disclosure requirements under 45 CFR §164.528.

**(h) Audit of Internal Practices**

The Contractor agrees to make its internal practices, books and records relating to the use of disclosure of PHI received from, or created or received by the Contractor on behalf of OEM available to the Secretary of the Department of Health and Human Services to determine Contractor's compliance with the HIPAA Privacy Rule.

**(i) Termination**

If the Contractor fails to cure any material breach of this Agreement, within receipt of sixty (60) days written notice from OEM specifying default by the Contractor, OEM may terminate this Agreement and the Services Agreement immediately. Upon termination of this Agreement and the Services Agreement for any reason, if feasible, all PHI still maintain by the Contractor shall be returned to OEM or destroyed by the Contractor. If return or destruction of PHI is not feasible, the protections of this Agreement shall extend to any PHI retained by the Contractor, and the Contractor agrees to limit further uses and disclosures of such PHI to purposes and activities, such as financial or legal auditing or reporting, where the Contractor has a need or duty to use or disclose the PHI, and for other purposes and activities, such as maintenance or use of systems or databases.

**ARTICLE 41. COUNTY USER ACCESS PROGRAM (UAP)****a) User Access Fee**

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this Contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from this solicitation and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Contractor providing goods or services under this Contract shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the

procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

**b) Joint Purchase**

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Contractor must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary. The Contractor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Contractor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Contractor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the 2% UAP.

**c) Contractor Compliance**

If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with Article 24 of this Contract.

**ARTICLE 42. SURVIVAL**

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

**ARTICLE 43. CONTRACTOR COST RECOVERY FROM ENTITIES OTHER THAN MIAMI-DADE COUNTY****Group 1**

Miami-Dade County recognizes the right of the contractor to bill entities other than Miami-Dade County for services described in this bid document; these charges for service shall be in accordance with Chapter 4 of the Code of Miami-Dade County. The selected Proposer will retain all costs recovered through other entity billing. Billing practices are the responsibility of the contractor. Billing practices shall comply with State of Florida and Federal billing laws, ordinances, and/or codes. Miami-Dade County reserves the right to audit all billing procedures and documents.

Group 2 and 3

The contractor agrees to follow the collection procedures specified in sections 951.032 and 901.35, Florida Statutes. Additionally, the awarded vendor agrees to make timely and good faith efforts to obtain reimbursement of all costs incurred by Miami-Dade County where the patient or an entity other than Miami-Dade County would otherwise be responsible for payment of such costs (private insurance, Medicaid, Medicare, etc). The contractor agrees that when costs are recovered as described above, priority reimbursement to Miami-Dade County will be completed within thirty (30) days from receipt of the collection. This reimbursement will occur without regard for any collection agency fees paid by the awarded vendor. A spread sheet in a format approved by the Ambulance Contract Compliance Officer will be submitted monthly that will contain all service requests from Miami-Dade County, the status of private billing for each request, and all collections. Miami-Dade County reserves the right to inspect and/or conduct an audit to ensure compliance.

**ARTICLE 44. PERFORMANCE BOND BASED ON FIXED DOLLAR AMOUNT:**

The Contractor to whom a contingent award is made shall duly execute and deliver to the County a Performance and Payment Bond in the amount of \$250,000.00 for Fire Rescue System. The Performance and Payment Bond Form supplied by the County shall be the only acceptable form. The completed form shall be delivered to the County within 15 calendar days after award by the Board of County Commissioners. If the Contractor fails to deliver the payment and performance bond within this specified time, including granted extensions, the County shall declare the Contractor in default of the contractual terms and conditions and the Contractor shall surrender its Bid Bond, and the County shall not accept any proposal from the Contractor for a twelve (12) month period following such default. The Performance Bond is to remain in place throughout the duration of the contract, including any OTR's.

The following specifications shall apply to the bond required above:

- A. All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

<u>Bond Amount</u>	<u>Best Rating</u>
500,001 to 1,500,000	B V
1,500,001 to 2,500,000	A VI
2,500,001 to 5,000,000	A VII
5,000,001 to 10,000,000	A VIII
Over 10,000,000	A IX

- B. On contract amounts of \$500,000 or less, the bond provisions of Section 287.0935, Florida Statutes (1985) shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:

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1. Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued;
2. Certifying that the surety is otherwise in compliance with the Florida Insurance Code; and
3. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury under ss. 31 U.S.C. 9304-9308.

Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Acceptable Sureties on Federal Bonds", published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.

- C. For contracts in excess of 500,000 the provisions of Section B will be adhered to plus the company must have been listed for at least three consecutive years, or holding a valid Certificate of Authority of at least 1.5 million dollars and on the Treasury List.
- D. Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will also be acceptable.
- E. In lieu of a Performance Bond, an irrevocable letter of credit or a cash bond in the form of a certified cashier's check made out to the Board of County Commissioners will be acceptable. All interest will accrue to Metro Dade County during the life of this contract and as long as the funds are being held by Dade County.
- F. The attorney-in-fact or other officer who signs a contract bond for a surety company must file with such bond a certified copy of power of attorney authorizing the officer to do so. The contract bond must be counter signed by the surety's resident Florida agent.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

Contractor

Miami-Dade County

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Secretary

Clerk of the Board

Corporate Seal

Approved as to form  
and legal sufficiency

\_\_\_\_\_  
Assistant County Attorney

**Form B-1****PRICE PROPOSAL SCHEDULE**

(To be submitted in separate sealed envelope with original proposal)

**Proposer must submit price information exactly in the manner requested on this Form B-1. Proposer may not deviate in any way from the requested format nor qualify, nor place a condition on pricing. (See Section 3.2 B "PRICE PROPOSAL" for additional information.)**

If the Proposer wishes to submit an alternate pricing, the Proposer must first submit pricing in accordance with the Form B-1, and then include a separate alternate pricing in a separate sealed envelope marked "ALTERNATE PRICE PROPOSAL" on the sealed envelope and on the first page of the alternate pricing. The alternate pricing will not be scored for evaluation purposes, but may be considered by the County if the Proposer is selected for negotiations.

**Notes:**

- 1) The Price Proposal shall consist of one original and ten copies.
- 2) The Proposer shall state its price to provide the Medical Transportation Service (Ambulance) for Miami-Dade County Office of Emergency Management, in a non-exclusive basis, all in accordance with terms and conditions of Miami-Dade County's RFP No. 443, as follows:

For the purpose of providing the price information, all prices shall be listed on a per response/arrival basis. Monthly runs are estimates, and there is no guarantee expressed or implied as to the actual number of monthly runs. For price proposal evaluation the price per run in relation to the extended cost will prevail. Estimated monthly run quantities are listed for the purpose of creating a price schedule with the same price information to be provided by the proposers, and for a fair evaluation of the price portion of the RFP.

Firm Name: \_\_\_\_\_

Federal Employer Identification Number: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State Zip Code: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_



**Form B-1**

**PRICE PROPOSAL SCHEDULE**

URGENT AND NON-URGENT AMBULANCE RESPONSE FOR THE COUNTY AND  
MUNICIPAL FIRE SYSTEMS

1) Dollar amount to be paid to Miami Dade County per response/arrival \$ \_\_\_\_\_

2) Number of Runs per Month: 4000 times amount from line 1 equals \$ \_\_\_\_\_